

# LIEN WAIVER and RELEASE Schenectady Municipal Housing Authority

**WHEREAS**, \_\_\_\_\_ hereinafter called the **Undersigned**® has entered into a written subcontract of purchase order with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the **Prime Contractor**®, for the supplying of materials and/or labor and Materials for the project known as \_\_\_\_\_ located at \_\_\_\_\_.

**WHEREAS**, the undersigned has or is about to requisition a \_\_\_\_\_ (partial / final) payment , from the Prime Contractor pursuant of such subcontract or purchase order.

**NOW THEREFORE** , for good and valuable consideration including the payment provided for herein, the undersigned agrees as follows:

1. Upon receiving payment from the Prime Contractor, the payment to which this instrument refers, undersigned, agrees not in any way to claim or file a mechanic's lien or other lien against the said project, premises, or any part thereof for any of the materials heretofore furnished or work or labor with the improvement of said premises and undersigned hereby formally and irrevocably releases and waives in writing any and every lien, charge or claim of any nature whatsoever that it has, or as to which it may at any time have been entitled, up to and including the date hereof against said premises in connection with the said project, which lien waiver shall be for the benefit of the Owner of the Project and the Prime Contractor.
2. Undersigned, further says that all bills for his work which includes labor, materials, fuel, transportation, equipment, fringe benefits, pension funds, apprentice training programs, employee vacation, welfare funds, and similar funds and payments as well as all applicable sales or use taxes, royalties, commissions, permits, bonds, guarantees, insurances, licenses or patent fees have been paid in full with no exceptions and that there are no persons in a position to have or file a lien against the project mentioned work and/or the premises on which the same is located on account of any labor or materials furnished to Undersigned or any of Undersigned's subcontractors or suppliers.
3. Undersigned agrees that the lien waiver appearing in paragraph 1 hereof shall be deemed to be in compliance with Section 34 of the Lien Law of the State of New York.
4. Undersigned agrees that any of its subcontractors or suppliers being entitled to any of the proceeds of the within payment, have been paid.
5. Undersigned further agrees herein that it releases the Prime Contractor, \_\_\_\_\_ from any further claims for the value of the work and/or materials for which payment is made hereunder.

The agreement shall run the benefit of the Owner, Schenectady Municipal Housing Authority, Prime Contractor, \_\_\_\_\_, their successor and assigns; signed and dated as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**AMOUNT OF THIS PAYMENT, CHECK NO. AND DATE:** \_\_\_\_\_.

**Percentage Paid to Subcontractor/Supplier to Date** \_\_\_\_\_ % .

**Name/Title of Undersigned:** \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public/Commissioner of Deeds