

## Lien Waivers on Progress Payments

Instructions to Subcontractors and Suppliers



### ***1. Conditional Waiver And Release Of Lien On Progress Payment***

The purpose of this document is to affirm that you have received payment through the date and in the amount specified in the document, and that as a result, you are waiving the right to file a lien for work covered by such payment. This waiver becomes effective only upon your receipt of such payment.

Required to be submitted along with each invoice, for both:

1. Subcontractors/vendors hired directly by Skyline Builders LLC.
  - a. “Customer” = Skyline Builders LLC
  - b. For the amount and through the date specified in your invoice.
2. Any and all subcontractors or suppliers you have hired that may have a right to file a lien on this project for work performed or materials provided through the date specified in your invoice (*Note: it is your responsibility to gather any such waivers*).
  - a. “Customer” = your company name
  - b. For the total applicable amount, through the date specified in your invoice.

Submit waivers(s), along with the accompanying Affidavit Of Conditional Waiver/Release Of Liens On Progress Payment, to [skylinebuildersllc@bill.com](mailto:skylinebuildersllc@bill.com) with each invoice.

### ***2. Affidavit Of Conditional Waiver/Release Of Liens On Progress Payment***

This document affirms that you have provided all of the required conditional lien waivers, including those from any subcontractors/suppliers you have hired that may have a right to file a lien on this project through the date specified in your invoice.

Submit, along with the required waivers, to [skylinebuildersllc@bill.com](mailto:skylinebuildersllc@bill.com) with each invoice.

**CONDITIONAL WAIVER AND RELEASE OF LIEN ON PROGRESS PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES AND RELEASES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT.**

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**Identifying Information**

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: 4370/4374 Fisher Rd. NE, Salem, OR 97305

Owner: Fisher Park Apartments LLC

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**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered to the customer on this job through the date specified on this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant’s receipt of the following progress payment:

Amount Waived: \_\_\_\_\_

Date: \_\_\_\_\_

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**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
  - (2) Extras and/or pending change orders for which the claimant has not received payment.
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**Signature**

Claimant’s Signature: \_\_\_\_\_

Claimant’s Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**AFFIDAVIT OF CONDITIONAL WAIVER/RELEASE OF LIENS ON PROGRESS  
PAYMENT**

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SUBCONTRACTOR/VENDOR: \_\_\_\_\_

PROJECT NAME: Fisher Park Apartments

PROJECT ADDRESS: 4370/4374 Fisher Rd. NE, Salem, OR 97305

OWNER: Fisher Park Apartments LLC

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STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, the Releases or Waivers of Lien attached hereto include Subcontractor/Vendor, all of Subcontractor's/Vendor's subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of Work for the Project referenced above.

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Subcontractor's/Vendor's Release or Waiver of Liens, conditional upon receipt of payment.
2. Separate Releases or Waivers of Liens from subcontractors and material and equipment suppliers, to the extent required by Owner, accompanied by a list thereof.

SUBCONTRACTOR/VENDOR: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_