

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 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 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.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

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: _____

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.
-

Signature

Claimant’s Signature: _____

Claimant’s Title: _____

Date of Signature: _____

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

SUBCONTRACTOR/VENDOR: _____

PROJECT NAME: _____

PROJECT ADDRESS: _____

OWNER: _____

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: _____