

Waiver and Release of Lien or Bond – Progress Payment

The undersigned, in consideration of the sum of \$ _____ issued from the account of Exterior Building Services, LLC hereby waives its right to claim against the payment bond and releases and discharges all claims, demands, actions or causes of action for labor, services, or materials furnished through (_____), against the owner (_____), **Exterior Building Services, LLC (“Exterior”)**, and the payment bond surety **Hudson Insurance Services** for improvements to the following described project: _____ on real property known, described or recorded as: _____.

In further consideration of payment of the sum specified above, the undersigned does hereby:

1) Certify that all persons, firms, associations, corporations, or other entities furnishing labor, materials, equipment, or supplies to _____ with respect to its Subcontract ~~/Agreement~~ with **Exterior** have been paid in full, except retainage, as of the date specified above, including any and all applicable federal, state, and local sales, use, excise, or similar taxes or import duties, licenses and royalties, and

2) Agree to indemnify and save harmless **Exterior**, Contractor’s payment bond Surety named above, and the Owner named above, their affiliates, successors or assigns, against all loss, cost, damage or expense (including, but not limited to attorney’s fees) by reason of any and all manner of liens, claims or demands which anyone may have for labor performed, for material or equipment furnished under _____’s Subcontract ~~/Agreement~~ with Exterior or for, upon or by reason of any matter, cause or thing whatsoever related to, arising under or out of _____’s Subcontract ~~/Agreement~~ with **Exterior**, or the Project, as of the date specified above.

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified above.

The undersigned represents that he/she is an authorized agent of _____ and has authority to execute this Progress Payment Waiver and Release on behalf of _____.

Dated this _____ day of _____, 201__

By: _____

Its: **(title)** _____

Sworn to and Subscribed before me

This ____ day of _____, 201__

Notary Public for the State of _____

My commission expires: _____