

**WAIVER OF LIEN – MATERIAL AND LABOR**  
FOR CONTRACTOR/SUPPLIER WHO DOES NOT HAVE A DIRECT CONTRACT WITH  
METRIC CONSTRUCTION

WHEREAS, the undersigned (supplier/sub-subcontractor) \_\_\_\_\_ has been contracted by \_\_\_\_\_ (Subcontractor) for the furnishing of labor or material, or is to furnish or has furnished rental equipment, appliances or tools, in the erection, alteration, repair or removal of a building, structure or other improvement of real property by \_\_\_\_\_, (Subcontractor) for **METRIC CONSTRUCTION** on a lot of land or other interest in real property described as \_\_\_\_\_, \_\_\_\_\_ (State) for and consideration of the sum of \$ \_\_\_\_\_ the value received, the receipt of which is hereby acknowledged, the undersigned does hereby irrevocably waive and release any claim against **METRIC CONSTRUCTION** and the Owner, including without limitation, a claim for monies whether in law or in equity and further release any lien or right to lien, for 100% of the labor or material or for furnishing rental equipment, appliances or tools, furnished through and including \_\_\_\_\_ (Date) against the above described premises and against any funds remaining in the hand of the owner, contractor or lender for the purpose of paying for said construction on said premises under and by virtue of the State of \_\_\_\_\_ relating to mechanics' liens or by virtue of any other theory of recovery.

The undersigned respectively warrants that it has been paid for all labor or costs and materials covering work completed through \_\_\_\_\_ (Date) and that the above referenced payment constitutes full and final payment of all sums due from the subcontractor through and including said date.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY AND WITNESS OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature, duly authorized

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_, SS. \_\_\_\_\_ OF \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ (City), \_\_\_\_\_ (State)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (circle one and complete: individually/ as duly authorized partner of \_\_\_\_\_/ as duly authorized \_\_\_\_\_ for a corporation/ as attorney in fact for \_\_\_\_\_, the principal), proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and hereby acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Place Notary Seal Above

My commission expires: \_\_\_\_\_