AGREEMENT AND WAIVER OF MECHANIC’S LIEN RIGHTS

 The undersigned, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“General Contractor”) has entered into an agreement (the “Agreement”) with **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Owner”)**,** to furnish materials and labor in connection with certain construction and/or improvements to the real property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Permanent Parcel No(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Real Property”), and further described as follows:

INSERT LEGAL DESCRIPTION

Property Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PPN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 According to the terms of that Agreement, General Contractor was given the right to hire subcontractors to provide materials and furnish labor in connection with the rehabilitation and improvements of the Real Property. General Contractor hereby acknowledges and understands it is responsible for any and all costs associated with material and/or labor that has been furnished, or shall be furnished, to the Real Property by any subcontractor, and hereby indemnifies Owner from any and all claims whatsoever. In the event any mechanic’s, materialman’s or other lien shall be filed by any subcontractor, supplier and/or laborer contracted by General Contractor, General Contractor shall cause the same to be discharged or record within thirty (30) days of its filing. Further, General Contractor acknowledges that it has been paid by Owner for any material and/or labor furnished to the Property.

General Contractor hereby acknowledges, understands and agrees that it has agreed to provide materials and labor to the Real Property in accordance with its Agreement with Owner, and has been paid for said materials and/or labor. Further, General Contractor hereby acknowledges, understands, and agrees that it has no expectation of further payment from the Owner for any material or labor furnished to the Real Property. General Contractor, for good and valuable, the receipt of which is hereby acknowledged, hereby waives, releases, acquits and forever discharges **Owner,** itsofficers, directors, attorneys, insurers, successors and assignsagainst any and all claims, debts, demands, causes of action, or any right to a mechanic’s or material man’s lien or claim of right of such lien on the Real Property and improvements now or thereafter located thereon, which now exist or might otherwise arise on account of the labor and/or materials furnished against the Real Property. Subcontractor hereby acknowledges and understands that this Agreement shall not only include any and all material and labor furnished to the Real Property

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

General Contractor Owner

(Name of GC Company) (Name of Owner Company)

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

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 ) SS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_\_, the subscriber, a Notary Public in and for said state, personally came **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Member of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, LLC**, the General Contractor described above, and acknowledged the signing thereof to be his/her voluntary act and deed.

WITNESS THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

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

 Notary Public

 My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 ) SS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_\_, the subscriber, a Notary Public in and for said state, personally came **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Member of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, LLC**, the Owner described above, and acknowledged the signing thereof to be his/her voluntary act and deed.

WITNESS THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

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

 Notary Public

 My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_