

W91ZRS-14-C-0003 C-130 Maintenance Hangar Repairs

PARTIAL WAIVER AND RELEASE OF CLAIMS AND MECHANICS LIEN RIGHTS

PROJECT:	C-130 Maintenance Hangar Repairs	Original Contract Amount:	\$ _____
LOCATION:	100 Nicholson Rd. East Granby, CT.	Current Contract Amount:	\$ _____
OWNER:	USPFO-CT	Total Previously Paid:	\$ _____
PAYEE:	CUTTER ENTERPRISES, LLC.	Retainage:	\$ _____
EFFECTIVE DATE:	_____	Amount Paid Herewith:	\$ _____

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

GREETINGS: KNOW YE, that _____
(Subcontractor/Supplier), a corporation/partnership/sole proprietorship organized and existing under and by virtue of the laws of the State of _____ (state), with an office and principal place of business in _____ (state), acknowledges receipt of payment for all labor, materials or services up to and including the date of _____ (date payment is made through) referred to hereinafter as the "release date" paid by **CUTTER ENTERPRISES, LLC**, a Limited Liability Company organized and existing under the laws of the State of Connecticut with an office and principal place of business in Connecticut, has to the "release date" remised, released and forever discharged, and by these presents does for itself and its successors, remise, release and forever discharge **CUTTER ENTERPRISES, LLC** and **ARC INSURANCE COMPANY** ("Surety") a corporation organized and existing under the laws of the State of New Jersey with an office and principal place of business in New Jersey, its and their successors, heirs, executors and administrators ("Released Parties"), of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity which against the said Released Parties the said Subcontractor/Supplier ever had, now has or which it or its successors or assigns, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the "release date", and especially in connection with any and all claims of any nature whatsoever arising out of the construction project known as the **CEKT142004 C-130 Maintenance Hangar Repairs, Bradley ANGB, East Granby, Connecticut.**

FURTHER, and in addition to the foregoing, said Subcontractor/Supplier does hereby to the "release date" forever waive, relinquish and release any mechanic's, materialman's or like liens, and all claims of liens it now has, may have or may obtain in the future upon a piece of land and all the buildings thereon standing known as the **CEKT142004 C-130 Maintenance Hangar Repairs, Bradley ANGB, East Granby, Connecticut.**

FURTHER, and in addition to the foregoing, said Subcontractor/Supplier does hereby to the "release date" expressly release, waive and relinquish any and all right or claim it may now have or

W91ZRS-14-C-0003 C-130 Maintenance Hangar Repairs

may hereafter have under the Surety Labor and Material Payment Bond provided on said project by **CUTTER ENTERPRISES, LLC** as principal and **Surety** as surety.

This release and waiver may not be changed orally.

IN WITNESS WHEREOF, the said _____ (*Subcontractor/Supplier*) has caused its corporate seal to be hereunto affixed and these presents to be signed by its _____ (*title of signer*) on the ____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

_____ (*witness*)

_____ (*signature*)

Duly Authorized

_____ (*title*)

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, 20__, before me the undersigned officer, personally appeared _____ (*name of signer*), who acknowledged himself to be duly authorized by said corporation, and he being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____ (*title of signer*).

Notary Public
My Commission Expires: