WAIVER OF MECHANIC'S LIEN
WAIVER OF BOND CLAIM, RELEASE AND
INDEMNITY AGREEMENT

STATE OF CONNECTICUT)
) SS:
COUNTY OF :_____)

BEFORE ME , THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED

_____, WHO, BEING BY ME FIRST DULY SWORN, DEPOSES

AND SAYS THAT (S)HE IS THE _____ OF _____,

HEREINAFTER THE "RELEASOR", THAT (S)HE IS FAMILIAR WITH THE FACTS HEREIN

STATED, AND THAT (S)HE, AS SUCH_____ IS AUTHORIZED TO

EXECUTE THE FOLLOWING:

THAT RELEASOR, FOR AND IN CONSIDERATION OF THE PAYMENT OF $_____, BY CUTTER ENTERPRISES, LLC, HEREINAFTER CALLED THE "RELEASEE", DOES HEREBY WAIVE, RELEASE AND DISCHARGE ANY AND ALL RIGHTS TO ANY LIEN OR TO ANY BOND OR PAYMENT SURETY PROVIDED BY RELEASEE FOR SERVICES AND/OR MATERIALS FURNISHED BY THE RELEASOR, IN CONNECTION WITH A CONSTRUCTION PROJECT KNOWN AS "New Haven Armed Forces Reserve Center", HEREINAFTER CALLED "THE PROJECT", LOCATED AT 30 Woodward Ave, New Haven, CT. FOR THE PERIOD ENDING_____, AND

THAT RELEASOR ACKNOWLEDGES THAT THE PAYMENT OF $_____, CONSTITUTES FULL PAYMENT FOR ALL MATERIALS AND SERVICES PROVIDED IN CONNECTION WITH THE PROJECT FOR THE ABOVE PERIOD. THE RELEASOR RELEASES AND DISCHARGES RELEASEE FROM ANY LIABILITY FOR PAYMENY IN CONNECTION WITH THE ABOVE NAMED PROJECT AND ENDING PERIOD, AND

THAT RELEASOR FURTHER CERTIFIES AND REPRESENTS THAT ANY AND ALL OF ITS SUBCONTRACTORS AND/OR MATERIALMEN IN CONNECTION WITH THE PROJECT HAVE BEEN PAID IN FULL FOR ANY AND ALL MATERIALS AND/OR SERVICES FURNISHED BY THEM THROUGH THE ENDING PERIOD INDICATED ABOVE, AND

THAT RELEASOR AGREES TO INDEMNIFY RELEASEE AND TO HOLD IT HARMLESS, BY REASON OF ANY LOSS OR DAMAGE SUSTAINED BY RELEASEE, INCLUDING ATTORNEY FEES AND COURT COSTS AND AGREES TO DEFEND AGAINST ANY CLAIM, AT ITS SOLE EXPENSE, MADE BY ANY OF RELEASOR'S SUBCONTRACTORS OR MATERIALMEN, AGAINST RELEASEE, OR AGAINST ANY BOND OR PAYMENT SURETY PROVIDED BY RELEASEE, RELATING IN ANY WAY TO THE ENDING PERIOD ABOVE, AND THAT THE RIGHTS CONTAINED IN THIS AGREEMENT SHALL BE IN ADDITION TO AND NOT IN SUBSTITUTION OF THE RIGHTS OF RELEASEE IN OTHER CONTRACT DOCUMENTS RELATING TO THE PROJECT.

DATED AT_____, THIS_____DAY OF _____, 2002

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RELEASOR:_____

BY:_____

ITS:_____

SWORN AND SUBSCRIBED TO ME THIS _____DAY OF _____, 2002.

_____
NOTARY PUBLIC