



N40085-11-C-7244

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 "Newport S.E.A Renovation Project", HEREINAFTER CALLED "THE PROJECT",
LOCATED AT "Naval Station, Newport" 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 PAYMENT 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 _____, 200__

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RELEASOR: _____

BY: _____

ITS: _____

SWORN AND SUBSCRIBED TO ME THIS _____ DAY OF _____, 200__.

NOTARY PUBLIC