



ATTACHMENT "D" - INTERIM WAIVER & RELEASE UPON PAYMENT

To be completed by Sub-Subcontractors, Suppliers, and/or Vendors of Subcontractors

STATE OF NORTH CAROLINA

COUNTY OF _____

The undersigned has been employed by _____ ("Subcontractor") to furnish _____ (describe materials and/or labor) for the construction of improvements known as _____ ("Project"), being constructed by Southside Constructors, Inc. ("Contractor"), located in the city of _____ County of _____, and is owned by _____ ("Owner") and more particularly described as follows:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

FORTHCOMING PAYMENT:

Upon the receipt of the sum of \$ _____, the undersigned waives and releases any and all liens or claims of liens it has upon the foregoing described property through the date of _____ (date) except those rights and liens that the mechanic and/or material man may have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said Subcontractor and/or Contractor for the Project.

PRIOR PAYMENTS:

The above signed further acknowledges receipt of payment (s) to date for the Project in the amount of \$ _____ from Subcontractor and/or Contractor for labor employed in and/or materials furnished and therefore waives and releases any and all liens, claims of liens or damages it has against the foregoing described property, the Owner of the Project, Contractor, or Contractor's Surety through the date of _____ (date).

The undersigned further represents that all employees, laborers, material men and subcontractors employed by the undersigned in connection with the project have been fully paid and that no obligations, legal, equitable, or otherwise are owed by the undersigned in connection with the project. With respect to these representations and warranties, the undersigned does hereby agree to indemnify and hold harmless Contractor, its payment and performance surety, if any, Owner and any others whom claim may be asserted from any and all claims, damages, loses, expense and the like incurred by the undersigned to a supplier, laborer, material men and/or subcontractor, any or all expenses incurred by the Contractor including legal fees, court or arbitration costs, will be the responsibility of the undersigned.

This Interim Waiver and Release does hereby waive, release and relinquish any and all claims, acts, events, circumstances construction or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred, prior to the effective date hereof, expecting only any claims currently unresolved for which written notice has been provided to Contractor as follows:

Given under hand and seal this _____ day of _____, 20_____

Subscribed and sworn before me this _____ day of _____, 20_____

Notary Public _____

(Officer Signature)

My Commission Expires: _____

(Subcontractor, Sub-Subcontractor or Supplier)

Street Address

City, St. Zip

Phone #

Failure to correctly complete any of the blank spaces in the above form shall not invalidate said form so long as the subject matter of said release may reasonably be determined.