



ATTACHMENT "E" - UNCONDITIONAL WAIVER & RELEASE UPON FINAL PAYMENT

To be completed by Subcontractors and Subcontractor's Suppliers and/or Vendors

Notice: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IF YOU SIGN IT, THIS DOCUMENT IS ENFORCEABLE AGAINST YOU EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE.

For and in consideration of the payment of _____ and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now, may have had or may have in the future, arising out of the performance of work to the furnishing of labor or materials by the undersigned pursuant to a subcontract, work order or purchase order with _____ (Name of Subcontractor/Vendor) in connection of:

_____, (Name of Project)

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred, prior to the date of this Waiver and Release, whether or not known to the undersigned.

This Waiver and Release is intended to apply to and protect Southside Constructors, Inc., its payment and performance bond surety, if any, as well as anyone against whom a claim is asserted by virtue of involvement or relationship with _____ the Owner, or the surety in connection with any claim, demand, lien, claim for relief, cause of action and the like waived, released and relinquished by the terms of this Waiver and Release.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above.

The undersigned further represents that all of its obligations - legal, equitable or otherwise - related to or arising out of its work on the Project have been fully paid and satisfied including, but not limited to, the following:

- * Employees, laborers, material men and subcontractors employed by the undersigned;
* Labor, materials, equipment and supplies furnished by others to the undersigned; and
* Sales and use taxes, social security taxes, income tax withholding, unemployment insurance obligations, privilege taxes, license fees, and any other taxes and obligations imposed by governmental authorities.

With respect to the forgoing representations and warranties, the undersigned does hereby agree to indemnify and hold harmless, Southside Constructors, Inc., its payment and performance bond surety, if any, the Owner and any others against whom a claim is asserted by virtue of involvement or relationship with them, from any and all claims, damages, losses, expenses and the like, incurred by reason of any claim that the undersigned has not fully paid for all labor, materials and expenses incurred in connection with its work on the Project, including reasonable attorneys' fees, court or arbitration costs, and expert witness and consultant fees expended in connection with the defense of any such claim.

The undersigned further agrees that the making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations of the undersigned to Southside Constructors, Inc. Moreover, if the undersigned has furnished a bond in connection with the performance of its work, the surety for the undersigned does hereby consent to and agree to be bound by the terms and conditions of this Waiver and Release and does hereby agree to guarantee the performance of the undersigned with respect to each and every term and condition of this Waiver and Release and to continue in effect the obligations and assumed with respect to the original subcontract or purchase order between the undersigned and Southside Constructors, Inc.

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority I have executed this instrument under seal this the _____ day of _____, 20_____

STATE OF _____ FOR SUBCONTRACTOR/SUPPLIER FOR SURETY (if bonded)
COUNTY OF _____ Company Name Surety Name
Sworn to and subscribed before me this By: _____
_____ day of _____ By: _____ Lts: _____
,20_____ Title Title

Notary Public
My commission expires: _____

* Attach Power of Attorney