

Contractor's Partial Waiver and Subordination of Lien

STATE OF NEW HAMPSHIRE)
) ss.
COUNTY OF)

Date: _____, 20__ Advance Request No: _____

OWNER: _____

CONTRACTOR: _____

LENDER: _____

- 1. Original Contract Amount: \$ _____
- 2. Approved Change Orders: \$ _____
- 3. Adjusted Contract Amount (line 1 plus line 2): \$ _____
- 4. Completed to Date: \$ _____
- 5. Less Retainage: \$ _____
- 6. Total Payable to Date (line 4 less line 5): \$ _____
- 7. Less Previous Payments: \$ _____
- 8. Current Amount Due (line 6 less line 7): \$ _____
- 9. Pending Change Orders: \$ _____
- 10. Disputed Claims: \$ _____

The undersigned who has a contract with the Owner for furnishing labor or materials or both labor and materials or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building or structure or other improvement of real property commonly known as and numbered _____, all as more fully described in a certain _____, dated _____, 20__ by and between the Owner and the Lender, which was recorded with the _____ County Registry of Deeds (the "Registry") in Book _____, Page ____, as amended of record, which land is owned by the Owner, upon receipt of _____ and __/100 Dollars (\$ _____) in payment of an application for payment dated _____, does hereby:

a. waive any and all liens and rights of lien on such real property for labor or materials, or both labor and materials, or rental equipment, appliances or tools, performed or furnished through _____, _____ (the "Payment Period"), except for retainage (to the extent that the undersigned has heretofore recorded a Notice of Contract with the Registry, only), unpaid agreed or pending change orders, and disputed claims as stated above; and

b. subordinate any and all liens and right of lien to secure payment for such unpaid, agreed or pending change orders and disputed claims, and such further labor or materials, or both labor and materials, or rental equipment, appliances or tools, except for retainage (to the extent that the undersigned has heretofore recorded a Notice of Contract with the Registry, only), performed or furnished at any time through the twenty-fifth day after the end of the above Payment Period, to the extent of the amount actually advanced by the Lender through such twenty-fifth day.

Signed under the pains and penalties of perjury this _____ day of _____, _____.

Contractor:

By: _____

Name:

Title:

Its duly authorized officer

STATE OF NEW HAMPSHIRE

)

) ss.

COUNTY OF

)

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

Notary Public

My Commission Expires: