

# EXHIBIT C-1: SUBCONTRACTOR'S/SUPPLIER'S PARTIAL WAIVER OF LIEN AND RELEASE

Project Title: \_\_\_\_\_ AFC Job#: \_\_\_\_\_

Project Location: State of: \_\_\_\_\_ Application#: \_\_\_\_\_

Project Location: County of: \_\_\_\_\_ Period Ending: \_\_\_\_\_

Whereas the undersigned has been employed by \_\_\_\_\_ to furnish  
\_\_\_\_\_ for the premises known as \_\_\_\_\_

Of which \_\_\_\_\_ is the Owner.

The undersigned hereby certifies and warrants that the following statement of contract account is correct:

Statement of Contract Amount:

Total Contract Amount (Inclusive of Approved Change Orders) \$ \_\_\_\_\_

Total Amount of Current Certificates for Payment (Inclusive of Retainage) \$ \_\_\_\_\_

Total Amounts of Retention Properly Withheld for This Payment \$ \_\_\_\_\_

Whereas the undersigned has requested partial payment and is under no duress to sign this lien waiver.

Upon receipt of the sum of \$ \_\_\_\_\_, the undersigned does hereby waive and release any and all lien or claim or right of lien under the statutes of the State(s) of the site of the labor or services performed or the materials, equipment, fixtures, improvements, or apparatus furnished relating to Mechanics Liens on the above described premises and improvements thereon and on the monies or other considerations due from the Owner and/or AllertonFox Construction LLC, on account of labor services, material, fixtures, improvements, or apparatus heretofore furnished to this date by the undersigned for the above described premises.

Contractor warrants that it has not assigned and will not assign its claim for payment, nor its right to perfect a lien against the Property with respect to the rights herein released. The person executing this document warrants that he/she is authorized to do so and has personal knowledge of the facts set forth herein.

The undersigned states that it has not assigned any claim or payment against the Owner and/or AllertonFox Construction, LLC, and their agents, partners, lenders successors and assignees, and that no security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed on the above described premises. Further, the undersigned agrees to indemnify and hold harmless the Owner and AllertonFox Construction, LLC, and their agents, partners, lenders, successors and assignees, from any charges, costs, expenses, demands, suits and/or legal fees, directly or indirectly relating to any lien or claim by any other party for work, labor, services, material, and/or equipment which relates to that which the undersigned performed or should have performed, and from and against any lien or claim relating to any work, labor, services, material, and/or equipment allegedly performed by or for the undersigned. Finally, the undersigned states that it has the right, power and authority to execute this instrument, which shall be an independent covenant.

Executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Attest or Witness;**

Vendor Name: \_\_\_\_\_

Notary - State of: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Notary - County of: \_\_\_\_\_

By (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

Title: \_\_\_\_\_

[AFFIX NOTARY SEAL]