WAIVER OF CLAIMS FOR PAYMENT

_____ ("Contractor") contracted with

_____to furnish labor and/or materials ("Work") on or for the project/real property

Known as: _____ ("Property") for a total contract price, including changes

and extras, of $_____.

A. **_____ FULL/FINAL WAIVER**

Contractor hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Contractor's Work on or for the Property.

_____ PARTIAL WAIVER

Contractor hereby waives all right, title and interest to any claim of any kind for payment for its Work through today's date; including, but not limited to, claims to a mechanic's or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Contractor's Work, and Contractor expressly reserves the right to assert claims for payment (including mechanic's liens) for Work performed after the date listed above.

B. Contractor represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (**circle, if none**) or List Names and Addresses:

_____

_____

C. Contractor and the individual executing this Waiver on behalf of Contractor both represent and warrant that Contractor has fully paid for all labor and/or materials used by the Contractor (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Contractor's Work or all of the Contractor's Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor has represented herein to have paid.

Date: _____

Company Name: _____

Signature: _____

Print Name: _____ Title: _____

NOTARY IS REQUIRED FOR ALL ILLINOIS JOBS

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the person described in and who executed the foregoing document, and having been duly sworn under oath, stated and affirmed that s/he is the _____ for _____, that s/he has authority to execute this document on behalf of _____, and that s/he executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires: