

FINAL WAIVER OF LIEN AND CLAIM

To: The Krog Group, LLC
(KROG)

From: _____
(Name of Subcontractor or Supplier Company)

(Address of Subcontractor or Supplier Company)

Project: _____
(the "Project")

The undersigned Subcontractor or Supplier company (hereinafter "Subcontractor"), for and in consideration of the sum of \$_____, being payment for the following work performed, services rendered and/or materials furnished as Subcontractor to KROG on the project, to wit: _____, under all contracts, orders and instructions, including extras, written and verbal, and for other goods and valuable consideration paid by KROG, the receipt and sufficiency of which is hereby acknowledged, hereby covenants and warrants:

1. Subcontractor has paid in full and in accordance with all applicable contract provisions, labor union agreements, federal and state laws and regulations, for all the work performed, services rendered and materials, tools and equipment furnished on or for said project by the undersigned and by the Subcontractor, materialmen, suppliers or employees working for or under the undersigned, for all wages, payroll taxes, fringe benefits, sales, use or other taxes applicable thereto, and for all other charges and expenses required for the providing of labor and materials for this project, and that there are not outstanding claims on the part of any person, firm, corporation or federal and state authorities and agencies, against the undersigned by reason of said work performed, services rendered and materials furnished on or for said project.
2. Subcontractor warrants that it has not been delayed in the performance of its work to date and that it has incurred no extra costs in connection therewith. Subcontractor accepts the aforesaid sum of money as full payment and consideration for all of the work, labor and materials furnished to KROG for the project, and agrees to make no claim whatsoever against KROG or the project.
3. Subcontractor further covenants and warrants that no Subcontractor, materialmen, supplier or employee working for or under the undersigned on or for said project has any claim or right to lien against said project.
4. Subcontractor hereby waives, releases and relinquishes any and all claims, demands and rights it may have to file a lien against the project or any contract monies for the project for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the project.
5. Subcontractor hereby agrees to indemnify and defend KROG to hold them free and harmless from any and all losses, claims, damages, and expenses, including attorney's fees, arising directly or indirectly from any inaccuracy recited in the facts herein, from any failure to the Subcontractor to pay in full all sums due its laborers, Subcontractors, materialmen, and suppliers on the project, or from any liens against the project or the project monies filed by any such laborers, Subcontractors, materialmen, or suppliers.

Total Contract: \$ _____

Balance Due on Total Contract after above payment: \$ _____

Subcontractor: _____ Sworn to before me this ____ Day of _____, 20__.

By: _____ Notary Public: _____

Signature: _____ My Commission Expires: _____

Title: _____