

**INTERIM 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 does hereby waive, release, and relinquish any and all claims, demands and rights of lien to the extent of the amount shown hereon and previously paid, for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the project described above.
2. Subcontractor warrants that it has not been delayed in the performance of its works to date and that it has incurred no extra costs in connection therewith. The undersigned specifically waives, relinquishes, and releases any and all claims incurred or alleged in connection with its work to date except only those claims, if any, previously denominated as claims and warrants and represents that any and all valid labor and/or materials and equipment bills, now due and payable, on the project herein above described on behalf of the undersigned have been paid in full to the date of this waiver, or will be paid from these funds.
3. 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: \$ \_\_\_\_\_

Due on Total Contract after above payment: \$ \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Sworn to before me this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ Notary Public: \_\_\_\_\_

Signature: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

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