



Partial Waiver
And Release by
Subcontractor / Supplier

For and in consideration of the payment of \$ _____, which amount is represented as being currently due as detailed by the Payment Request or Invoice(s) referenced below, the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now or may have arising out of the performance of work or the furnishing of labor or materials by the undersigned through _____(date), the effective date of this Waiver and Release, pursuant to Subcontract or Purchase Order No. _____ with Integra Construction, Inc. in connection with construction of:

(Name of Project)

The use of the term "Integra Construction, Inc." shall be deemed to mean and refer to Integra Construction, Inc. and its agents, representatives, employees, directors, and all others acting on their behalf.

This Waiver and Release, applies to all facts, acts, events, circumstances, changes, constructive or actual, delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred, prior to the date of this Waiver and Release, excepting only any currently unresolved claims which written notice has been provided to Integra Construction, Inc. as follows:

Except as specifically described above, and excepting retainage, if any, held under the Subcontract or Purchase Order, (Subcontractor) or Supplier) expressly waives all claims against Integra Construction, Inc. as hereinabove described. This Waiver and Release, is intended to apply to and protect Integra Construction, Inc.'s payment and performance bond surety, if any, as well as anyone claiming by or through Integra Construction, Inc., the Owner, or the surety in connection with any claim, demand, lien, claim for relief, cause of action and the like waived, released and relinquished by the terms of this Waiver and Release.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above.

The undersigned further represents that all employees, laborers, materialmen, and subcontractors employed by the undersigned in connection with the Project and all its bills currently due for labor, materials, supplies, and taxes furnished by others to the undersigned in connection with construction of improvements upon the Project have been fully paid and that no obligations, legal, equitable, or otherwise, are owed by the undersigned in connection with its work on the Project. With respect to this representation and warranty, the undersigned does hereby agree to indemnify and hold harmless Integra Construction, Inc., its payment and performance bond surety, if any, the Owner, and any others claiming by or through them, from any and all claims, damages, losses, expenses and the like incurred by reason of any claim that the undersigned has not fully paid for all labor, materials and expenses incurred in connection with its work on the Project.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work and any other obligations of the undersigned to Integra Construction, Inc.

IN WITNESS WHEREOF, of behalf of the undersigned, with full authority, I have executed this instrument and under seal this ____ day of _____, 20____.

Applicable to Payment Request No. _____ (or) Invoice No.(s) _____

FOR SUBCONTRACTOR/SUPPLIER:

_____(Seal)
Company Name

STATE OF: _____

By: _____

COUNTY OF: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____