



Final Waiver
And Release by
Subcontractor / Supplier

For and in consideration of the payment of \$ _____, and for other good and valuable consideration 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, may have had or may have in the future, arising out of the performance of work or the furnishing of labor or material by the undersigned pursuant to a subcontract or purchase order with Integra Construction, Inc. in connection with construction of:

(Name of Project)

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, whether or not known to the undersigned.

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 against whom a claim is asserted by virtue of involvement or relationship with 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 condition of this Waiver and Release in return for the payment recited above.

The undersigned further represents that all of its obligations-legal, equitable or otherwise-related to or arising out of its work on the Project have been fully paid and satisfied including, but not limited to, the following:

- * Employees, laborers, materialmen and subcontractors employed by the undersigned.
* Labor, materials, equipment and suppliers, furnished by others to the undersigned, and
* Sales and use taxes, social security taxes, income tax withholding, unemployment insurance obligations, privilege taxes, license fees, and any other taxes and obligations imposed by governmental authorities.

With respect to the forgoing representations and warranties, 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 against whom a claim is asserted by virtue of involvement or relationship with them, from any and all claims, damages, losses, expenses, and the like, including legal expenses and attorneys' fees 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 obligation 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. Moreover, if the undersigned has furnished a bond in connection with the performance of its work, the surety for the undersigned does hereby consent to and agree to be bound by the terms and conditions of this Waiver and Release and does hereby agree to guarantee the performance of the undersigned with respect to each and every term and condition of this Waiver and Release and to continue in effect the obligations assumed with respect to the original subcontract or purchase order between the undersigned and Integra Construction, Inc.

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

FOR SUBCONTRACTOR / SUPPLIER:
_____(Seal)
Company Name
By: _____
Title: _____

STATE OF: _____
COUNTY OF: _____

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

Notary Public
My Commission Expires: _____

For Surety (if bonded):
_____(Seal)

Attest: _____
Date: _____

By: _____
Title: _____