



PARTIAL RELEASE OF LIEN AND GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, Sherman Construction Co Inc (General Contractor) having its principal office in Piedmont, South Carolina and \_\_\_\_\_ (Subcontractor/Supplier) a \_\_\_\_\_ corporation having heretofore entered into a certain Subcontract or Agreement relating to the furnishing of materials, labor, services and/or equipment in connection with the General Contractor, Sherman Construction for the \_\_\_\_\_ Project for \_\_\_\_\_ (Project Name) located in \_\_\_\_\_ (Owner Name)

NOW THEREFORE, in consideration and conditioned upon payment of the sum of \_\_\_\_\_ Dollars to be paid by General Contractor to which sum represents the amount due to Subcontractor/Supplier as of \_\_\_\_\_ (Release Date), less and except retention in the amount of \_\_\_\_\_ all under and pursuant to the Subcontract or Agreement, Subcontractor/Supplier does hereby:

- 1. Certify to General Contractor, and Owner that all persons, firms, associations, corporations, or other entities furnishing labor, materials, services, equipment, or supplies to Subcontractor/Supplier with respect to Subcontract or Agreement have been paid in full as of Release Date, including any and all applicable federal, state, and local sales, use excise, or similar taxes or import duties, licenses and royalties, and
2. Release and waive any and all manner of liens whatsoever, and further release any and all claims upon any payment bond provided by General Contractor to Owner which Subcontractor/Supplier, its affiliates, successors or assigns may have upon any portion of the lands of Owner or buildings thereon standing or any payment bond provided by General Contractor to Owner, for labor, services, material or equipment furnished under the Subcontract or Agreement as of Release Date, and
3. Further remise, release and forever discharge General Contractor, General Contractor's payment bond surety and Owner, their affiliates, successors, and assigns of and from any and all manner of claims, demands, and causes of action whatsoever against General Contractor, General Contractor's payment bond surety and Owner which Subcontractor/Supplier, its affiliates, successors or assigns may have for, upon or by reason of any matter, cause of thing whatsoever arising under or out of the Subcontract or Agreement, as of Release Date, and
4. Agree to indemnify and save harmless General Contractor, General Contractor's payment bond surety, and Owner, their affiliates, successors or assigns, against all loss, cost, damage or expense (including, but not limited to attorney's fees) by reason of any and all manner of liens, claims or demands which anyone may have labor performed, for material or equipment furnished under the Subcontract or Agreement, or for, upon or by reason of any matter, cause or thing whatsoever arising under or out of the Subcontract or Agreement; as of Release Date.

IN WITNESS WHEREOF, Subcontractor/Supplier has duly caused these presents to be signed and attested by its duly authorized owner, partner or officer on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ (Subcontractor/Supplier)

Sworn to me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Its: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_ My Commission expires: \_\_\_\_\_