



## Introduction and Notification Letter for Release of Lien/Joint Check Agreement

**Sherman Construction Company, Inc.** appreciates your participation on the following project. We look forward to having a great experience during the project and please let us know if there is anything that we can do to enable the request for payment process to operate more smoothly throughout the contract.

Your specific subcontract introduces many of the requirements that will enable prompt processing of payments and this document will provide you with another tool that will expedite the payment process. **Sherman Construction Company, Inc.** has received a Notice of Furnishing Labor and Materials from one of your Lower Tier Suppliers or needs to exercise the following documentation for other contractual reasons related to this project. **As the subcontractor, we need for you to coordinate and obtain proper authorization for one of the methods attached for prompt payment processing.** Please decide which method your company will abide by and **indicate the choice by circling the letter (A or B) and including an authorized signature at the bottom of the page – Fax page 1 of this form to 864-277-7524.**

**A** – Provide **Sherman Construction Company, Inc.** with a Partial Release of Lien (Page 2) for stated Lower Tier Suppliers that correspond to **each** of your request for payments throughout the project life (**Authorized by Lower Tier Supplier**).

OR

**B** – Provide **Sherman Construction Company, Inc.** with an authorized Joint Check Agreement (Page 3). If a joint check agreement is authorized, proper payment request with supporting documentation from respective Lower Tier Suppliers **must** accompany each request for payment throughout the project life, in order to ensure request for payment is processed.

**Note:** In both of the above cases (A or B), the Final Release of Lien (Page 4) should be authorized at the conclusion of the project **by your Lower Tier Suppliers**. A separate Final Release of Lien for the Subcontractor will be sent to you at project completion through the closeout package.

If you have further questions about this document or method for processing, please contact the Sherman Construction Accounts Payable representative at 864-277-0060.

We appreciate your assistance –

**Sherman Construction Company, Inc.**

**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 \_\_\_\_\_, 200\_.

By: \_\_\_\_\_  
(Subcontractor)

Project Name/Number:

**SPECIAL NOTE: *Failure to respond to this letter or failure to use the attached Sherman forms will result in a delay of payment on your invoice.***



**JOINT CHECK AGREEMENT**

BY EXECUTION OF THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and among Sherman Construction Co, Inc (“Contractor”), \_\_\_\_\_ (“Subcontractor”), and \_\_\_\_\_ (“Lower-Tier Subcontractor” or “Supplier”), the parties hereto do hereby agree as follows:

1. Contractor and Subcontractor entered into Subcontract dated \_\_\_\_\_ for the purpose of performing a portion of the Work at the \_\_\_\_\_ (Project Name), located at \_\_\_\_\_ . (the “Project”)
2. Subcontractor and \_\_\_\_\_ (the Lower-Tier Subcontractor or Supplier) entered into an agreement for the furnishing of certain materials and/or services for the Project under the Subcontract.
3. Subcontractor and \_\_\_\_\_ (the Lower-Tier Subcontractor or Supplier) desire that a check in the amount of \$ \_\_\_\_\_ , dated \_\_\_\_\_ or a series of checks in the total amount of \$ \_\_\_\_\_ be made payable to them jointly by the Contractor in satisfaction of the Subcontractor’s obligation to \_\_\_\_\_ (the Lower-Tier Subcontractor or Supplier) for materials and/or services on this Project only. The Subcontractor and the Lower –Tier Subcontractor or Supplier agree that this (these) payment(s) will constitute payment(s) under the Subcontract by the Contractor and will discharge the Contractor’s payment liability and obligation to the same extent and in the same manner as if such payment had been made solely to the Subcontractor or to the Lower-Tier Subcontractor or Supplier. Contractor will process joint checks in accordance with its standard payment procedures and will require the Subcontractor to provide supporting invoices, or other supporting documentation satisfactory to the Contractor, from the Lower-Tier Subcontractor. Contractor will not process or issue joint checks without such supporting documentation.
4. The Subcontractor and \_\_\_\_\_ (the Lower-Tier Subcontractor or Supplier) agree to execute the Contractor’s standard Affidavit and Release-Partial Payment form and any other documents required under the Prime Contract at the time of a request for payment.
5. Contractor may, at its sole option, cancel this agreement, and will notify the Subcontractor and the Lower-Tier Subcontractor or Supplier of such cancellation. Absent cancellation by the Contractor, this joint check agreement will be effective until such time that the Contractor receives written notice signed by both the Subcontractor and the Lower-Tier Subcontractor or Supplier requesting the cancellation of the joint check agreement.

SHERMAN CONSTRUCTION CO., INC.  
By: \_\_\_\_\_

SUBCONTRACTOR; \_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_  
LOWER-TIER SUBCONTRACTOR/SUPPLIER

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

By: \_\_\_\_\_

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



LOWER TIER SUBCONTRACTOR'S/SUPPLIER'S PARTIAL RELEASE OF LIEN AND GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, \_\_\_\_\_ (Subcontractor/Supplier) having its principal office in \_\_\_\_\_ and \_\_\_\_\_ (Lower Tier 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 Subcontractor to which sum represents the amount due to Lower Tier Subcontractor/Supplier as of \_\_\_\_\_ (Release Date), less and except retention in the amount of \_\_\_\_\_

all under and pursuant to the Subcontract or Agreement, Lower Tier Subcontractor/Supplier does hereby:

1. Certify to Subcontractor, General Contractor, and Owner that all persons, firms, associations, corporations, or other entities furnishing labor, materials, services, equipment, or supplies to Lower Tier 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 Lower Tier 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 Subcontractor, 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 Subcontractor, General Contractor, General Contractor's payment bond surety and Owner which Lower Tier 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 Subcontractor, 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, Lower Tier Subcontractor/Supplier has duly caused these presents to be signed and attested by its duly authorized owner, partner or officer on the \_\_\_ day of \_\_\_\_\_, 200\_\_.

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

Sworn to me on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

Notary Public for the State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_



LOWER TIER SUBCONTRACTOR'S/SUPPLIER'S FINAL RELEASE OF LIEN AND GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, \_\_\_\_\_ (Subcontractor/Supplier) having its principal office in \_\_\_\_\_ and \_\_\_\_\_ (Lower Tier 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 Subcontractor to which sum represents the final payment due to Lower Tier Subcontractor/Supplier under and pursuant to the Subcontract or Agreement, Lower Tier Subcontractor/Supplier does hereby:

- 1. Certify to Subcontractor, General Contractor, and Owner that all persons, firms, associations, corporations, or other entities furnishing labor, materials, services, equipment, or supplies to Lower Tier 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 Lower Tier 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 Subcontractor, 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 Subcontractor, General Contractor, General Contractor's payment bond surety and Owner which Lower Tier 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 Subcontractor, 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, Lower Tier Subcontractor/Supplier has duly caused these presents to be signed and attested by its duly authorized owner, partner or officer on the \_\_ day of \_\_\_\_\_, 200\_\_.

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

Sworn to me on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

Notary Public for the State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_