Conditional Waiver & Release of Lien

STATE OF OREGON

COUNTY OF _____

SUBCONTRACTOR hereby certifies as follows:

(1) That the work performed, materials supplied and equipment used to date, as shown on this invoice number (_____) and prior applications for payment, represent the actual value of accomplishment under the terms of the subcontract and prime contract between contractor and owner (including all authorized changes thereto) relating to the above project.

(2) All payments (less applicable retention) have been made by subcontractor to all of its laborers, material suppliers and equipment furnishers whose work, material or equipment was utilized in the project reflected in all prior applications for payment.

(3) It has complied with all federal, state and local laws, including tax laws, social security laws, unemployment compensation laws and workers' compensation laws, insofar is as applicable to the performance of the subcontract work.

(4) All insurance premiums, welfare and pension fund payments and fringe benefits of all nature due in connection therewith have been fully paid through the period covered by previous payments received from Contractor, except as explicitly noted below.

(5) It either has paid in full or within three business days of receipt of the payment for which this application is made, will pay in full for all labor, materials and equipment used in or furnished in connection with project through the last date in the period referred to above.

SUBCONTRACTOR further certifies that the following are the names, addresses and amounts due to all laborers, material and equipment suppliers who have contributed to the work for which this application has been made:

NAME/ADDRESS/PHONE	AMOUNT DUE

IN CONSIDERATION of the previous payments and this payment, Subcontractor hereby releases Contractor and Owner from any and all claims of any kind including without limitation, lien claims arising under the project to the date of this release (except for retainage) and, if this is an application for final payment, for retainage as well, and hereby finally waives and releases any and all claims of kind including without limitation, lien claims which it ahs asserted or might have asserted against the Contractor, the project or any part thereof under any statutes relating to construction liens, bonding or otherwise and further agrees to indemnify and hold harmless or contract from any loss, cost, expense or liability, including reasonable attorney's fees, which might be incurred by Contractor in defending against or from the payment of any such claims, whether made by Subcontractor or any of Subcontractor's laborers, materialmen, equipment suppliers or other creditors.

THE UNDERSIGNED further consents that Contractor may, in its sole discretion, make payment of the amounts due or to become due, or any portion thereof, jointly to the undersigned and to any other person or directly to any person who may be entitled to or claim to be entitled to a lien in connection with the work.

THE UNDERSIGNED further agrees promptly, upon request by Contractor, to supply Contractor with evidence in form satisfactory to Contractor, that all persons furnishing labor, material or equipment to Subcontractor entitled to claim a lien on the property, who have asserted a right to claim a lien, made a claim of lien or have asserted or made a claim against any bond have been paid in full. Furthermore, Subcontractor certifies that all waivers obtained from any laborers, materialmen or equipment suppliers are true, correct and genuine and that there are no claims, either legal or equitable, which can defeat the validity of any releases and waivers previously signed on the project or any which are being signed contemporaneously herewith.

Subcontractor

By_____
Owner, Partner or Corporate Officer
(Designate which capacity and, if an officer, which office)