TO: **Wesleyan University** OWNER: **Wesleyan University**

 **170 Long Lane** PROJECT: 

 **Middletown, CT** CURRENT INVOICE NO: 

 FOR THE PERIOD ENDING: 

The undersigned Contractor, in consideration of the payments previously made and receipt in hand of payment for the period covered by the current invoice set forth above, hereby waives and releases all mechanic’s, materialman’s or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Construction Manager, Owner, and the real property on which the project is located, in any manner arising out of work, labor, services, equipment or materials, performed or furnished by Contractor, its subcontractors and suppliers, in connection with the Project and trade contract, through the period covered by the current invoice and all previous invoices. The release does not apply to retainage in the amount of $  or to extra work or disputed claims in the amount of $ , for which payment has not yet been approved or received by Construction Manager.

Except as noted below, Contractor acknowledges and represents that for the period and work covered by all previous invoices, Contractor has received payment and:

1. Contractor has paid in full all amounts due under any and all subcontracts, for labor, materials and rented equipment.
2. Contractors has properly applied previous payments to pay all outstanding invoices related to the Project.
3. Contractor is aware of no claims or any circumstances that could give rise to any future claims against Construction Manager, Owner, Architect or other Trade Contractor on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

List exceptions if any: 

Contractor represents that the amounts set forth below are correct and that the amount of the current payment will be applied promptly to full payment of all outstanding amounts due from Contractor to its laborers, subcontractors, suppliers, materialmen and anyone else Contractor owes money to for labor, materials and equipment in connection with the Project.

 Contract Sum to Date $ 

 Total Completed and Stored to Date $ 

 Total Retention to Date $ 

 Total Earned Less Retention $ 

 Less previous Payments $ 

 Current Payment Due $ 

The undersigned releases and discharges Owner from all claims, demands, or causes of action (including all lien claims and rights) that the undersigned has, or might have, under any present or future law, against Owner in connection with the Contract. The undersigned hereby specifically waives and releases any lien or claim or right to lien in connection with the Contract against Owner, Owner’s property, and the Project, and also specifically waives, to the extent allowed by law, all liens, claims, or rights of lien in connection with the Contract by the undersigned’s subcontractors, materialmen, laborers, and all other persons or entities furnishing services, labor, or materials in connection with the Contract.

The undersigned shall indemnify, defend, and hold harmless Owner from any action, proceeding, arbitration, claim, demand, lien, or right to lien relating to the Contract, and shall pay any costs, expenses, and/or attorneys’ fees incurred by Owner in connection therewith. The undersigned makes the foregoing representations and warranties with full knowledge that Owner shall be entitled to rely upon the truth and accuracy thereof.

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DATED: Insert Date Contractor/Vendor Company Name

 By:

 TITLE:

STATE OF: 

COUNTY OF: 

I, a Notary Public for the above County and State, certify that  personally came before me this day and acknowledged that he/she is  of  ,and that he/she, as , being authorized to do so, executed the foregoing on behalf of . Witness my hand and official seal this  day of , Month Year.

My Commission Expires: Date. Notary Public