



Final Lien Waiver and Release

Project:

Address:

General Contractor: Ratcliff Construction Company, L.L.C.

Company Signing this Final Lien Waiver & Release:

The undersigned states that he/she is the authorized agent for the Subcontractor, Supplier, Leasing Company, or Individual (hereinafter referred to as "Company") and upon receipt and bank clearance of the payment referenced below, the Company will be fully paid for all labor, materials, and all other expenses furnished on the Project described above. The undersigned certifies that all the Company's compensation for labor and material obligations arising out of the Project have been fully paid or will be paid out of the above funds as noted below. The undersigned further certifies that the Company has complied with all State and Federal tax laws insofar as applicable to the performance of said work and contract.

Upon receipt and bank clearance of payment in the amount of _____, the undersigned waives all rights under the Louisiana Private Works Act (R.S. 9:4801 et seq.), the Miller Act (40 U.S.C. Section 3131 to 3134), or any other state or Federal statute granting lien rights or privileges to the Company or that anyone on its behalf may assert to file liens or privileges, verified claims, bond claims, contract claims on the Project. The undersigned also releases all of the Company's rights related to the Project, to make any claims, whether known or unknown, against the Owner, General Contractor, or any surety relating to the Project. For the consideration received, any seller or lessor waives the notice of nonpayment time period under R.S. 9:4802 and the time for giving written notice of claims and privileges under R.S. 9:4822. The Company further waives any rights it may assert for a laborer's lien or privilege acknowledging it has executed this lien waiver and release after the person whose right is waived has furnished labor or material for use in the performance of the contract. This waiver and release is voluntarily given and the undersigned acknowledges that he/she has fully reviewed the terms of this waiver and release, is fully informed about the legal effects of the waiver and release, and has voluntarily chosen to accept the terms of this waiver and release in exchange for final payment.

The Company, for consideration received agrees to indemnify and hold the Owner, General Contractor and its surety harmless from any and all claims, cost or attorney fees hereinafter made by the Company, its subcontractors, any laborers or employees, its material or equipment suppliers, lessors or sellers, subcontractors, or employees or assigns of such persons or any person claiming through the undersigned, against the Owner, General Contractor, its surety or the above described property or Project, for any and all work, labor, materials, equipment and other expenses performed, procured or furnished to the Project.

By: _____

Signature _____

Printed Name

Title _____

Authorized agent for the Company

In Witness Whereof _____ has executed this Lien Waiver and Release on behalf of the Company as its _____ this _____ day of _____ 20__.

State of Louisiana

Parish of _____

Notary Public