



Interim Lien Waiver and Release

Project:

Address:

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

Company Signing this Lien Waiver & Release: _____

The undersigned states that he/she is the authorized agent for the Company signing this Release ("Company") on the project and is authorized to act on behalf of the Company. The Company has provided labor, materials or equipment directly to the General Contractor or to the Subcontractor noted above.

Upon receipt and bank clearance in the amount of \$ _____, the Company agrees as follows:

1. The Company waives all right to and claims 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 against the above described real property or the Project for any and all work, labor, materials, equipment and other expenses performed, procured or furnished to the date of _____, except for retention. 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.
2. The Company releases the Owner, General Contractor its staff, employees and surety, collectively referred to as the ("General Contractor"), from all claims, right of action, liability and lien or claim, including attorney fees or cost, of any kind or nature arising out of the work performed and/or materials furnished by the Company up to the date referred to in Paragraph (1) except for retention and claims noted below.
3. The Company further certifies that each of Company's subcontractors, laborers or employees, material suppliers or sellers or lessors of equipment, and all other providers and suppliers have been fully paid or will be timely paid with the above funds, less Retainage, up to the date referred to in Paragraph (1) and the Company for the consideration received agrees to indemnify the General Contractor and the Owner and any subcontractors from or through whom Company's rights are derived, for amounts paid by them for claims under the Louisiana Private Works Act, the Miller Act or otherwise for any claims or demands asserted or filed for such payments by any person, firm, or corporation, of any of the claims released hereby. The Company represents to the Owner and General Contractor that there has not been any assignment, transfer, or purported transfer, or assignment to any person, firm, or corporation, of any of the claims released hereby.
4. The Company for consideration received agrees to indemnify and hold the Owner and General Contractor 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 or the above described property or Project, for any and all work, labor, materials, equipment and other expenses performed, produced, procured or furnished as of the date referred to in Paragraph (1).

This Interim Lien Waiver and Release is Executed this _____ Day of _____ 20__

Company _____

Signature _____

By: _____

Authorized Agent for the Company

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

State of Louisiana
Parish of _____