



Supplier / Sub-Tier Subcontractor Conditional Waiver And Release Upon Payment

Project Name:

Job Number:

_____ (the "Releasing Party") has performed work or supplied materials or equipment to _____ for construction on the _____ Project (the "Project") located at _____ (the "Property"). In exchange for a progress payment in the amount of \$ _____ the releasing party hereby waives and releases any and all claims, liens, claims of lien, rights to lien, bond claims, Miller Act claims, claims pursuant to RCW 39.08 et seq. and RCW 60.28 et seq., stop notices and rights to submit stop notices (whether under statute, in equity or otherwise and whether received through assignment or otherwise) either arising against the owner(s) of the Property (the "Owner"), Westmark Construction, Inc. (the "Contractor"), the Contractor's bond or bonding company and/or any higher tier contractors or subcontractors, in connection with the Project or the Property (hereinafter collectively "Claim") through the date of _____, except its claim for retention in the amount of \$ _____.

Upon receipt of the above stated progress payment, the Releasing Party expressly acknowledges that it has been paid all amounts due and owing to it in connection with the Project and/or the Property through the above date, except retention, and waives and releases any claim for additional money, regardless of whether or not the Releasing Party later alleges or believes that additional money is owed.

In the event any claim, complaint and/or demand is made or filed by the Releasing Party or any subcontractor or supplier at any tier below the Releasing Party related in any way to the Project, the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such claim, complaint and/or demand and (2) shall indemnify, defend (with an attorney approved by the Contractor) and hold harmless the Contractor, its shareholders, successors and assigns from and against any and all costs, damages, expenses, court costs and attorney fees arising from any such claim, complaint and/or demand.

Name: _____ Date: _____
Signature

Name: _____
Printed

Title: _____

Company:

Address:

Telephone:

STATE OF: **WASHINGTON**

COUNTY OF: _____

On this _____ day of _____, _____, before me personally appeared _____ who being by me duly sworn, did depose and say that he/she is the _____ of _____ as is authorized to execute the above document.