



INTERIM & FINAL RELEASE OF LIEN INSTRUCTIONS

"Interim & Final Waiver and Release of Liens and Claims Upon Payment" where Caliber is requiring a Contractor, Subcontractor, design professional, material supplier or other person or entity (the "Company") to provide an interim lien waiver with its Application for Payment.

NOTES:

This interim & final lien waiver form must be submitted by all Contractors/Subcontractors irrespective of the value of their Work and first-tier material suppliers for purchases in excess of \$5,000.00, but is not required for (1) Architects, Engineers, other design professionals and consultants, (2) material suppliers, and vendors, and (3) material suppliers and vendors who have supplied General Condition's materials, equipment and facilities.

Depending on the particular Project, Caliber may wish to require one of these "exempt" entities to provide an interim lien waiver with its request for progress payment.



INTERIM WAIVER AND RELEASE OF LIENS AND CLAIMS UPON PAYMENT

STATE OF _____

COUNTY OF _____

The undersigned, _____, of _____
("Company") who has, under an agreement with _____
("Caliber"), furnished certain materials, equipment, services, and/or labor for the project known as _____
("Project"), which is located within the City of _____ ("Site
City"), County of _____ ("Property"), and is owned by _____
("Owner"), and more particularly described as follows:

(Site Address)

(Site City, State, Zip Code)

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION,
THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR THE STREET ADDRESS OF THE PROJECT.)

Upon receipt of the sum of \$ _____ ("Current Payment"), the Company waives and releases any
and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against Caliber
Construction, Inc, Owner, and the Property or any right against any labor and/or material payment bond it has or may
have through the date of _____, 20____, ("Current Date") and reserving those rights and liens that the Company might have in any
retained amounts on account of materials, equipment, services and/or labor furnished by the undersigned to or on
account of Caliber, Owner, or any other person or entity for the Project.

The Company further represents that all employees, laborers, materialmen, and subconsultants employed by the
Company in connection with the Project and all bills incurred through _____, 20____, (date of last prior
invoice) for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Company in
connection with the execution of the Company's work on the Project, have been fully paid and that no obligation,
legal, equitable or otherwise, are owed by the Company to such parties. Further, the Company covenants and
agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the Current
Date, to pay all employees, laborers, materialmen, and subconsultants employed by the undersigned in connection
with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services,
and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the
Company's work on the Project.

The Company acknowledges that this Waiver and Release is given to induce the payment recited above, and that
this Waiver and Release is in substantial conformance with the requirements of applicable law.

Applicable to Payment Request(s) No. _____
(or) Invoice(s) No. _____

Given under hand and seal this _____ day of _____, 20____.

Company

Signed _____ (SEAL)

By: _____

Title _____



FINAL WAIVER AND RELEASE OF LIENS AND CLAIMS

STATE OF _____

COUNTY OF _____

The undersigned, _____, of _____
("Company") who has, under an agreement with _____ ("Caliber
Construction, Inc. aka Caliber"), furnished certain materials, equipment, services, and/or labor for the project known
as _____ ("Project"), which is located within the City of _____
_____ ("Site City"), County of _____ ("Property"), and is owned by
_____ ("Owner"), and more particularly described as follows:

(Site Address)

(Site City, State, Zip Code)

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION,
THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR THE STREET ADDRESS OF THE PROJECT.)

Upon receipt of the sum of \$ _____, the Company waives and releases any and all claims, demands, actions, causes of action or other rights against Caliber, Owner, and the Property, at law, under a contract, in tort, equity or otherwise, and any and all liens or claims of liens or any right against any labor and/or material payment bond it has, may have had or may have in the future upon the foregoing described Property or in relation to the Company's performance of work on or the furnishing of equipment, services, and/or labor for the Project.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred prior to the date of this Waiver and Release, whether or not known to the Company at the time of execution of this Waiver and Release.

The Company acknowledges that this Waiver and Release is in substantial conformity with the requirements of applicable law and shall be binding and conclusive against the Company for all purposes, subject only to payment in full of the amount set forth above.

Given under hand and seal this _____ day of _____, 20____.

Company

Signed _____ (SEAL)

By: _____

Title _____