

**MERRILL CONTRACTORS, INC.
INTERIM LIEN/CLAIM WAIVER**

FROM: _____

PROJECT: _____

Contact Person: _____
Contact Telephone: _____

Project Manager: _____
Project Telephone: _____

Conditional Release

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from **MERRILL CONTRACTORS, INC.** in the sum of \$ _____ (net due current payment) and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release any and all rights of lien and claims of lien, and any and all other claims, including, but not limited to, negligence, breach of contract, delay and impact claims, or otherwise, which the undersigned has or may have, whether known or unknown, on the above-referenced job ("Claims"). This release covers a progress payment for labor, services, equipment, materials furnished and/or Claims through _____ (Date of current billing) only and does not cover any retention or items furnished after that date. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

SIGNATURE:

(Authorized Corporate Officer/Partner/Owner)
(Title) _____
Company Name: _____
Dated this ____ day of _____, _____ at _____
(City, State)

Unconditional Release

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of \$ _____ (**total previous paid**) for labor, services, equipment or materials furnished to the above-referenced job and does hereby release any and all rights of lien and claims of lien, and any and all other claims, including, but not limited to, negligence, breach of contract, delay and impact claims, or otherwise, which the undersigned has or may have, whether known or unknown, on the above-referenced job ("Claims"). This release covers all payment for labor services, equipment and materials furnished and/or Claims through _____ (date of last progress billing) only and does not cover any retention or items furnished after that date.

NOTICE: THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

SIGNATURE:

(Authorized Corporate Officer/Partner/Owner)
(Title) _____
Company Name: _____
Dated this ____ day of _____, _____ at _____
(City, State)