

**WAIVER OF CLAIMS FOR PAYMENT**

**A.** \_\_\_\_\_ (“Contractor”/“Supplier”) contracted with  
\_\_\_\_\_ (Your Company Name)  
\_\_\_\_\_ (“Owner” or “General Contractor”) to furnish labor  
and/or materials (“Work”) on or for the project/real property known as: \_\_\_\_\_ (“Property”).

In consideration for receipt of \$ \_\_\_\_\_

(please check appropriate box below):

**B.**  **FULL/FINAL WAIVER – MISSOURI RESIDENTIAL JOBS**

Contractor/Supplier does hereby fully and finally waiver and release any and all rights to assert or enforce mechanics lien claims under the statutes of the State of Missouri against the residential real property described above and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the owner or general contractor, for all work performed by the contractor/supplier prior to the date set forth below and for any work, including extras, hereafter performed by or on behalf of the contractor/supplier under any agreements of the contractor/supplier prior to the date set forth below.

**FULL/FINAL WAIVER – ALL COMMERCIAL JOBS AND ALL ILLINOIS JOBS**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work; including, but not limited to, claims to a mechanic’s or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This waiver is applicable to any claims for payment for Work which may hereafter be performed on or for the Property. This waiver is intended to be a full and final waiver of all rights to collect any further payment for Work on or for the Property.

**PARTIAL WAIVER**

Contractor/Supplier hereby waives all right, title and interest to any claim of any kind for payment for its Work through today’s date; including, but not limited to, claims to a mechanic’s or other form of lien or claim on or against: (a) the Property or the improvements thereon; (b) any funds for the Property or the Project, whether held by the Owner or otherwise; or (c) any funds due or to become due any higher-tier contractor. This is a partial waiver with respect to the Work, and Contractor /Supplier expressly reserves the right to assert claims for payment (including mechanic’s liens) for Work performed after the date listed below.

**C.** Contractor/Supplier represents and warrants that it has employed the following subcontractors and suppliers, and no others, to furnish labor, services, material, fixtures, apparatus or machinery, forms or formwork, or any other assistance in performing its Work:

None (circle, if none) or List Names and Addresses:  
\_\_\_\_\_  
\_\_\_\_\_

**D.** Contractor/Supplier and the individual executing this Waiver on behalf of Contractor/Supplier both represent and warrant that Contractor/Supplier has fully paid for all labor and/or materials used by the Contractor/Supplier (or its subcontractors and/or suppliers of any tier) in performing the Work for which this Release is applicable (i.e., either all of the Work or all of the Work through the date listed in the Partial Waiver section above); and they both agree to defend, indemnify and hold harmless the Owner, any upper-tier contractors, the title company, any disbursing company, and any lenders from any claims for payment by any person or entity that Contractor/Supplier has represented herein to have paid.

**E.** **THIS WAIVER DOES NOT BECOME EFFECTIVE UNTIL ALL CHECKS GIVEN IN CONSIDERATION HEREOF HAVE BEEN HONORED AND PAID IN FULL.**

**F.** Date: \_\_\_\_\_ Your Company Name: \_\_\_\_\_

(ILLINOIS JOBS ONLY)→→→→ TIN: \_\_\_\_\_

Please check one \_ /S Proprietor \_\_\_ Corp \_\_\_ Partnership \_\_\_ LLC \_\_\_ Other \_\_\_

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_