

**CONDITIONAL PARTIAL WAIVER OF LIENS AND CLAIMS,
AND AFFIDAVIT OF PAYMENT**

For and in consideration of the sum of \$ _____ (“Current Payment”), which sum represents the total amount due and payable to _____ (“Subcontractor”) for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the _____ Project located in the City of _____, _____ County, Ohio (the “Project”) through _____, 20__ (the “Progress Billing Period”) and when the check clears the bank upon which it is drawn, Subcontractor unconditionally waives and releases any and all mechanic’s lien claims and/or attested account claims, rights of mechanic’s lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against PPW Builders, Inc. (“Contractor”), the Project owner(s), the Project, the project lessees, Contractor’s payment bond surety, or any person or entity relating in any manner whatsoever to the Project to the extent of the Current Payment.

Subcontractor acknowledges and represents that the Current Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, fringe benefits, union dues, and impact claims) through the Progress Billing Period, and that no additional sum is or will hereafter be claimed due by Subcontractor for such work, services or materials against or from any person or entity, including without limitation the Project owner(s), the Contractor, the Project, Contractor’s payment bond surety, or any Project lessee(s), with the sole exception of earned and unpaid retention.

Subcontractor further represents and warrants that the following represents each and every subcontractor or supplier that has provided labor, material, equipment, services or tools to it for the Project from the beginning of the Project and through the end of this Project Billing Period, as well as the pertinent billing and payment information for each:

Subcontractor or Supplier	Address	Date of First Work	Date of Last Work	Billed to Date	Paid to Date	Retainage Withheld

Subcontractor further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Current Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Subcontractor for the Project to fully and completely resolve all of Subcontractor’s Project-related debts through the Progress Billing Period.

Subcontractor understands that the representations and warranties in this instrument are a material inducement to Contractor's release of the Current Payment to Subcontractor. Subcontractor further agrees that to the extent that it believes it is necessary, Contractor may issue portions of the current payment as separate individual or joint checks to subcontractors or suppliers identified above. Subcontractor further agrees to provide to Contractor as a further condition to payment similar releases on the Contractor's form from its subcontractors and suppliers.

DATE: _____, 20__

[Insert Subcontractor Name]

By: _____

Its: _____

State of Ohio)
) SS:
County of _____)

Before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of _____, this ____ day of _____, 20__.

Notary Public

Sample Only