



SUBCONTRACTOR CERTIFICATION, PARTIAL LIEN WAIVER AND RELEASE

****If Joint check Invoice: Amounts should cover the ENTIRE invoice amounts including Supplier amounts because the Sub's name is also on the Joint check****

Project:	<u>Project Name</u>	Project Address:	<u>Project Address</u>
Owner:	<u>Project Owner</u>	Subcontractor:	<u>Your Company Name</u>
Subcontract #:	<u>LMB Subcontract #</u>	Invoice Period:	<u>Pay Period for Invoice</u>
Invoice Amount:	<u>(Ex. \$1,000) This month's Invoice amount before retainage is taken out</u>	Amount Paid:	<u>(Ex. \$900) This month's Invoice Amt after Retainage has been subtracted. This is the amt the check will be.</u>

In consideration of, and contingent upon receipt of, the Amount Paid, Subcontractor certifies, represents, warrants, and agrees as follows:

SAMPLE COPY - FOR INFORMATIONAL PURPOSE ONLY

- Subcontractor certifies that:
 - The Invoice Amount represents the actual value of work performed during the Invoice Period for which payment is due under the terms of the subcontract or purchase order between Subcontractor and Landmark.
 - Subject to receipt of the Invoice Amount, Subcontractor certifies that it has received payment in full, less retainage, if any, per the terms of the subcontract or purchase order with Landmark, for all labor, materials, services, equipment and other matters provided by or on behalf of Subcontractor relating to the Project (hereinafter referred to as "Project Work") prior to the end of the Invoice Period.
 - All laborers, suppliers, mechanics, materialmen, and other persons or entities providing Project Work prior to the beginning of the Invoice Period have been fully paid, except for retainage. No amounts are owed to any laborers, suppliers, mechanics, materialmen, or other persons or entities for any Project Work except for retainage and amounts included in the Invoice Amount for Project Work provided during the Invoice Period..
 - Subcontractor has paid, or within seven days of receipt of payment from Landmark will pay, all amounts due laborers, suppliers, mechanics, materialmen, subcontractors, or other persons or entities for Project Work provided during the Invoice Period.
 - No right or claim of Subcontractor to payment for Project Work has been assigned. The undersigned is duly authorized to execute this document on behalf of Subcontractor.
- Effective upon receipt of the Amount Paid, Subcontractor releases Landmark from all claims for payment, except for retainage, if any, for work performed prior to or as of the end of the Invoice Period. Effective upon receipt of the Amount Paid, Subcontractor releases and waives all liens, claims of lien on funds and/or real property, other claims or rights, and payment bond claims or rights, if any, for Project Work performed prior to the end of the Invoice Period, except for a claim for retainage, if any. In the event that the Amount Paid by Landmark is less than the Invoice Amount, the aforesaid release and waiver shall be effective, but only to the extent of payment received by Subcontractor.
- Subcontractor shall indemnify and hold Landmark harmless from and against any claims, damages, costs, and attorney's fees arising from or relating to the assertion by Subcontractor or any laborer, materialman, supplier, or other person or entity of any claim, lien, claim of lien on funds and/or real property, or payment bond claim based on any Project Work performed prior to or as of the end of the Invoice Period, except for a claim to the extent of retainage held by Landmark, if any.

****Must be notarized****

SUBCONTRACTOR:

 (signature here)

By: _____
 Title: _____

STATE OF _____ - COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: _____

Date: _____ Official Signature of Notary

(Official Seal)

Notary's printed or typed name, Notary Public