



**WAIVER AND RELEASE UPON PAYMENT**

Landmark Builders of Georgia, LLC \_\_\_\_\_ Georgia County  
 Of: \_\_\_\_\_  
 Project: \_\_\_\_\_ Project Address: \_\_\_\_\_  
 Owner: \_\_\_\_\_ Project City: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_ Subcontract #: \_\_\_\_\_  
 Invoice Amount: \_\_\_\_\_ Invoice Period: \_\_\_\_\_  
 Amount Paid: \_\_\_\_\_  
 Materials and/or Labor  
 Furnished: \_\_\_\_\_

The undersigned mechanic and/or materialman has been employed by Landmark Builders of Georgia, LLC to furnish \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ for the  
 construction of improvements of the above identified project.

Upon the receipt of the sum of \$ \_\_\_\_\_, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and/or material bond on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said property.

Given under hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Subcontractor)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print name and title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)



**NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OR NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A SECTION 44-14-366.**