

PERIODIC RELEASE AND WAIVER OF CLAIMS

Project Description: _____

Total Payments Received from KBE Building Corporation for work covering the month of _____, 20____
is \$ _____.

The Undersigned Subcontractor (hereinafter "Subcontractor") and/or Supplier (hereinafter "Supplier") acknowledges receipt of the amount set forth above as payments received for the period indicated and waives and releases any claim, mechanic's lien and claim of lien which it may now have upon the land and improvements described above in the Project Description, or against KBE Building Corporation or the Project Owner, arising out of or relating to Subcontractor's/Supplier's work pursued and materials supplied through, and including, the period indicated above. The Subcontractor/Supplier warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and warrants that it has the right to execute this waiver and release, contingent upon receiving said payment.

The Subcontractor/Supplier does hereby warrant and certify that it has made full payment of any amounts due or claimed to be due through the period covered by KBE Building Corporation's last payment to Subcontractor/Supplier dated _____ for work and materials supplied for the month of _____, 20____ to any person or entity who has supplied materials or labor to it. Pursuant to contract or otherwise, for the purpose of constructing, raising, removing, repairing, or otherwise improving the project described above. The Subcontractor does further warrant that all past due sums for insurance, taxes and Unions Funds (where applicable) have been fully paid and that prevailing wages, if applicable, as set by the State of _____ Department of Labor, have been paid.

The Subcontractor/Supplier, in addition to the foregoing, does hereby expressly release, waive and relinquish any and all rights or claim the Subcontractor/Supplier may now have against the surety payment bond provided on said Project if any such bond was provided by KBE Building Corporation, as principal, and its surety, arising out of work pursued and materials supplied up to and through the period indicated above.

The Undersigned agrees that the Owner of the Project, any lender, any title insurer, and any surety may rely upon this waiver. The Undersigned also acknowledges that KBE Building Corporation relies on this affidavit in making payment to the Undersigned.

WITNESS the signature and seal of the undersigned as of this _____ day of _____ 20____.

COMPANY NAME (Print or type)

SIGNATURE

BY: _____
(Print or type name)

ITS: _____
(Corporate Officer or Owner or Authorized Individual)
(Print or type title)

STATE OF: _____

COUNTY OF: _____

Sworn to before me this _____ Day of _____, 20____.

Notary Public
My Commission Expires: _____

FINAL RELEASE AND WAIVER OF CLAIMS

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETING: KNOW YE, that _____ ("the Undersigned") a corporation organized and existing under and by virtue of the laws of the State of _____ with an office and principal place of business in _____, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America and other good and lawful consideration to it in hand paid by KBE Building Corporation, Inc. ("KBE"), a corporation organized and existing under the laws of the State of Connecticut, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these presents does for itself and its successors, remise, release and forever discharge the said KBE and its surety (in the event a payment bond has been provided), the Project Owner, any lender, any title insurer, and their successors, heirs, executors and administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity which against the said KBE, its surety and Owner said Undersigned ever had, now has or which it or its successors, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents in connection with any and all claims of any nature whatsoever arising out of the construction project known as _____ located _____ in the City of _____ and that State of _____.

FURTHER, and in addition to the foregoing, said Undersigned does hereby forever waive, relinquish and release any mechanic's, materialman's or like liens, and all claims of liens it now has, may have or may obtain in the future upon a piece of land and all the buildings thereon standing, known as _____ situated in _____.

FURTHER, and in addition to the foregoing, said Undersigned does hereby expressly release, waive and relinquish any and all right or claim it may now have or may hereafter have under the Surety Labor and Material Payment Bond for said project, if any such bond was provided by KBE Building Corporation as principal and the surety company.

The Undersigned has not and will not assign any claim against the Company, its sureties, if any, and other guarantors on the Bond or other undertaking, if any, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Affidavit, Waiver and Release.

The Undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated in the project and any lien or bond claimant relating to the Undersigned's work have been paid in full and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any claim, demand or lien against the project. The Undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the project.

This Affidavit, Waiver or Lien and Release shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project and for any further work done or materials furnished at any time with respect to the project subsequent to the execution hereof.

This release and waiver may not be changed orally.

IN WITNESS WHEREOF, the Undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by it's _____ on the _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

Company Name (Print or type)

Witness

Signature

Witness

BY: _____
(Print or type name)

ITS: _____
(Corporate Officer or Owner or Authorized Individual)
(Print or type title)

(Notary Public)

My Commission Expires: _____

SUB-SUBCONTRACTOR / SUPPLIER PERIODIC RELEASE AND WAIVER OF CLAIMS

Project Description: _____

Total Payment Received from _____ (hereinafter "Subcontractor") for labor or materials supplied up to and through _____ 20__ is \$ _____. Balance due for this project after receipt of payment is \$ _____.

The Undersigned Sub-subcontractor (hereinafter "Sub-subcontractor") and/or Supplier (hereinafter Supplier) acknowledges receipt of the amount set forth above as payments received for the period indicated and waives and releases any claim, mechanic's lien and claim of lien which it may now have upon the land and improvements described above in the Project Description, or against KBE Building Corporation, Subcontractor or the Project Owner, arising out of or relating to Sub-Subcontractor/Supplier's work pursued and materials supplied up to and through, the period indicated above. The Sub-subcontractor/Supplier warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and warrants that it has the right to execute this waiver and release.

The Sub-subcontractor/Supplier does hereby warrant and certify that it has made full payment of any amounts due or claimed to be due up to and through the period covered by Subcontractor's last payment to Sub-subcontractor/Supplier dated _____ for work and materials supplied for the month of _____, 20__ to any person or entity who has supplied materials or labor to it, pursuant to contract or otherwise, for the purpose of constructing, raising, removing, repairing, or otherwise improving the Project described above. The Sub-subcontractor/Supplier does further warrant that all past due sums for insurance, taxes and Union Funds (where applicable) have been fully paid and that prevailing wages, if applicable, as set by the State of _____ Department of Labor, have been paid.

The Sub-subcontractor/Supplier, in addition to the foregoing, does hereby expressly release, waive and relinquish any and all rights or claim the Sub-subcontractor/Supplier may now have against the surety payment bond provided on said Project if any such bond was provided by KBE Building Corporation as principal, and its surety, arising out of work pursued and materials supplied up to and through the period indicated above.

The undersigned agrees that KBE Building Corporation, the Owner of the Project, any lender, any title insurer, and any surety may rely upon this waiver. The undersigned also acknowledges that Subcontractor relies on this affidavit in making payment to the Undersigned.

WITNESS the signature and seal of the undersigned as of this _____ day of _____, 20__.

COMPANY NAME (Print or type)

SIGNATURE

BY: _____
(Print or type title)

ITS: _____
(Corporate Officer or Owner or Authorized Individual)
(Print or type title)

STATE OF: _____

COUNTY OF: _____

Sworn to before me this _____ Day of _____, 20__.

Notary Public
My Commission Expires: _____

SUB-SUBCONTRACTOR/SUPPLIER FINAL RELEASE AND WAIVER OF CLAIMS

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETING: KNOW YE, that _____ ("the Undersigned" a corporation organized and existing under and by virtue of the laws of the State of _____ with an office and principal place of business in _____, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America and other good and lawful consideration to it in hand paid by _____, (hereinafter "Subcontractor") a corporation organized and existing under the laws of the State of _____ with an office and principal place of business in _____, and KBE Building Corporation ("KBE"), a Connecticut Corporation, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these presents does for itself and its successors, remise, release and forever discharge the said Subcontractor and the said KBE, the Project Owner, any lender, any title insurer, and their successors, heirs, executors and administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity which against the said Subcontractor and KBE said Undersigned ever had, now has or which it or its successors, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever arising out of the construction project known as _____ located at _____, in the City _____ and the State of _____.

FURTHER, and in addition to the foregoing, said Undersigned does hereby forever waive, relinquish and release any mechanic's, materialman's or like liens, an all claims of liens it now has, may have or may obtain in the future upon a piece of land and all the buildings therein standing, known as _____ situated in _____.

FURTHER, and in addition to the foregoing, said Undersigned does hereby expressly release, waive and relinquish any and all right or claim it may now have or may hereafter have under the Surety Labor and Material Payment Bond for said project, if any such bond was provided by KBE Building Corporation, as the surety company.

The Undersigned has not and will not assign any claim against the Company, its sureties, if any, and other guarantors on the Bond or other undertaking, if any, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Affidavit, Waiver and Release.

The Undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated in the project and any lien or bond claimant relating to the Undersigned's work have been paid in full and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any claim, demand or lien against the project. The Undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the project.

This Affidavit, Waiver or Lien and Release shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project and for any further work done or materials furnished at any time with respect to the project subsequent to the execution hereof.

This release and waiver may not be changed orally.

IN WITNESS WHEREOF, the Undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its _____ on the _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

	Company Name (Print or type)
_____	_____
Witness	Signature
_____	BY: _____
Witness	(Print or type name)
	ITS: _____
	(Corporate Officer or Owner or Authorized Individual)
	(Print or type title)

	(Notary Public)
	My Commission Expires: _____