

Exhibit “F”

*** SUPPLIER LIEN RELEASE POLICY ***

1. **Before a pay request can be processed and a check issued, we must receive either unconditional (paid) or conditional (unpaid) lien releases (exhibit F) from ALL suppliers from whom you have purchased materials, rented equipment, or subcontracted out services during the period for which the pay application covers.**

These supplier releases should be submitted for ALL pay applications (first through the last, as well as change orders billed separately.)

If we receive a conditional lien release, Maxx Builders & Designers Inc. will (at Maxx Builders & Designers Inc. sole discretion and election) make payment jointly to Subcontractor and any one or more of its suppliers and/or subcontractors.

2. **Before you will be issued payment on your next month's pay application, if joint checks were issued on the previous pay application; we must receive unconditional supplier lien releases from that joint check, and we must receive unconditional releases from the subcontract for previous period.**
3. **If there were NO suppliers and/or subcontractors for the current pay application, you will need to state that on your letter head; for that job; for that pay period.**
4. **Prior to releasing final payment, we will require a final lien release from all vendors/suppliers. If unconditional lien release is not provided, the check will not be released.**

Attached are blank forms for unconditional (paid) and conditional (unpaid) lien releases for your use with your suppliers.

Your prompt attention to this matter is greatly appreciated. If you have any questions or require additional information, please call accounts payable department at the above numbers.

Exhibit "F" – Continued

SUPPLIER & LOWER-TIERED RELEASE OF LIEN

PROJECT: _____

SUPPLIER: _____

PROJECT
ADDRESS : _____

SUBCONTRACTOR: _____

OWNER: _____

CONTRACTOR: MAXX BUILDERS & DESIGNERS INC

☐ **CONDITIONAL LIEN RELEASE AND WAIVER**

Upon receipt by undersigned of a check from Maxx Builders & Designers inc. in the sum of \$ _____ payable to the Undersigned and the Subcontractor listed above and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's liens, stop notice or bond rights that the undersigned has on said Project against the Contractor, Owner, Subcontractor or the surety of any payment or performance bond issued in regard to the Project to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished through the pay application for _____ only (herein the "Release Date"), and does not cover any retention retained before or after the Release Date, extras furnished before the Release Date for which payment has not been received and extras or items furnished after the Release Date.

Rights based upon work performed, items furnished or extras under a written change order which has been fully executed by the parties prior to the Release Date are covered by this release unless specifically reserved by the claimant in this release. Except as set forth herein, this release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

☐ **UNCONDITIONAL LIEN RELEASE AND WAIVER**

The undersigned has been paid and received, in full, the sum of charges for labor and services, equipment, or materials furnished to the Contractor, Owner or Subcontractor on the above described Project. The undersigned does hereby release pro tanto any mechanic liens, stop notice or bond rights that the undersigned has on said Project or against such Contractor, Owner, Subcontractor and surety of any payment or performance bond issued in regard to the Project through _____ (herein the "Release Date") only and does not cover any retention or items furnished after the Release Date.

By selecting and signing this Unconditional Lien Release and Waiver, the Undersigned does hereby waive all rights unconditionally and states that the Undersigned has been paid for giving up those rights. This document, once signed, is enforceable against the Undersigned even if payment has not been received. If payment has not been received, please select and sign for the Conditional Lien Release and Waiver.

I, the Undersigned, do hereby claim and submit a **CONDITIONAL** or **UNCONDITIONAL** (circle one) Lien Release and Wavier on said Project against the Contractor, Owner, and Subcontractor listed herein.

LIEN CLAIMANT: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Dated this _____ day of _____, 20____

NOTARY:

Subscribed and Sworn before me this day _____ of _____, 20____

Notary Public, State of _____

SUPPLIER FINAL UNCONDITIONAL WAIVER OF LIEN RIGHTS

Supplier:	
Sub-Contractor:	
Project Name/Location:	
Balance Due to Supplier:	Zero, \$0.00

The undersigned, for and in consideration of the payments made to it by the Subcontractor, or to a subcontractor, materialman or supplier of the undersigned, for labor, services, materials, fixtures, apparatus and/or equipment furnished for the Project, warrants, represents and guarantees the following:

1. The undersigned has received payment in full, for all labor, services, materials, fixtures, apparatus, and/or equipment furnished in the construction of the Project and there are no outstanding claims against _____ and/or its surety, or the Subcontractor in connection with the Project.
2. All labor, services, materials, fixtures, apparatus, and/or equipment, and all applicable taxes, fees and benefits, have been paid for in full and the undersigned shall indemnify and hold harmless the Owner, _____, its surety, and the Subcontractor from any and all claims for payment.
3. The undersigned hereby waives, releases and dissolves any mechanics liens or rights of lien it has or may have on the Project, including the real estate and the improvements thereon, on account of labor, services, materials, fixtures, apparatus and/or equipment furnished for the Project.
4. The undersigned hereby releases, remises and discharges the Owner and _____ and its surety from all claims, debts, demands, liabilities and damages it ever had, now has or ever may have, arising out of or relating in any way to the undersigned's agreement with the Subcontractor and or furnishing labor, services, materials, fixtures, apparatus, and/or equipment in the construction of the Project.

SUPPLIER: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to before me and subscribed in my presence by _____, the _____ (Title)
of _____ (**Supplier**), on this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____