

**SUBCONTRACTOR INTERIM WAIVER AND RELEASE**

Project **The Colony Apartments**

Job No. **20041-07**

The undersigned, \_\_\_\_\_ ("Subcontractor") has, under an agreement with **Marous Brothers Construction** ("Contractor"), furnished certain materials, equipment, services, and/or labor for the project known as the **The Colony Apartments** ("Project"), which is located in **Covington**, Kentucky, and more particularly described on Attachment A, attached hereto (the "Property").

Upon receipt of the sum of \$ \_\_\_\_\_ ("Current Payment"), the Subcontractor waives and releases any and all liens and claims of lien for labor, materials, and equipment against **Colony Preservation Owner LLC c/o Fairstead Affordable LLC, 250 West 55<sup>th</sup>. Street, 35<sup>th</sup>. Floor New York, NY 10019** ("Owner"), Contractor, the Project, and the Property and any right against any labor and/or material bond Subcontractor has or may have through the date of \_\_\_\_\_, 202\_\_\_\_ ("Current Date"), arising out of Subcontractor's performance of work on the Project.

Subcontractor represents and warrants that all of its payment obligations through \_\_\_\_\_, 202 \_\_\_\_ (date of last prior invoice) relating to or arising out of its work on the Project have been fully satisfied, including, but not limited to obligations relating to:

- Employees, laborers, and sub-subcontractors employed by the Subcontractor; and
- Labor, materials, equipment, and supplies furnished by others to the Subcontractor.

This Interim Lien Waiver is freely and voluntarily given and the Subcontractor acknowledges and represents that it has fully reviewed the terms and conditions of this Interim Lien Waiver, that it is fully informed with respect to the legal effect of this Interim Lien Waiver, and that it has voluntarily chosen to accept the terms and conditions of this Interim Lien Waiver in return for the payment recited above.

[NAME OF SUBCONTRACTOR]

By: \_\_\_\_\_

Title: \_\_\_\_\_

AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that the information provided in this document is true and accurate, this document was signed under oath personally and on behalf of Subcontractor, and that this Affidavit was executed as a free act and deed of Subcontractor.

\_\_\_\_\_  
Notary Public

My term expires (date): \_\_\_\_\_