



SUBCONTRACTOR/SUPPLIER PARTIAL LIEN WAIVER

STATE OF OHIO)
) SS:
COUNTY OF _____)

CONTRACT #: _____

PAY REQUEST #: _____

NOTE: THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES – CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

_____ being first duly sworn says that he/she is the
(Name of Affiant)
_____ of _____ (hereinafter referred to as the "Subcontractor/Supplier")
(Authorized Officer) (Subcontractor/Supplier Name)
and that he/she possesses the right, power, and authority to execute this document on behalf of Subcontractor/Supplier, and, is familiar with the following facts stated herein.

The Subcontractor/Supplier has performed work and/or furnished materials, equipment or fabricated materials, etc., for the construction, improvement, maintenance or repair of:

_____ (the "Property").
(Project Address)

The Subcontractor/Supplier has a contract with and has provided work and/or materials for _____ ("Contractor"), and certifies, to the best of Affiant's knowledge and belief: (Name of Contractor)

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract referenced above;
- (2) Payments to their subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the Subcontractor/Supplier intends to withhold or retain from their subcontractors or suppliers in accordance with the terms and conditions of their subcontract.
- (4) The Subcontractor/Supplier is not aware of any mechanic's lien having been filed by or presently threatened to be filed by any party having provided work for the Subcontractor against the Property or funds of CMHA.
- (5) The Subcontractor/Supplier has not assigned any claim against CMHA nor any lien or right to perfect a lien against the Property.
- (6) No security interest has been given or executed by the Subcontractor/Supplier for or in connection with any materials, equipment, appliances, or fabricated materials placed upon or installed in the Property.
- (7) The current invoice amount (*net of any retainage*) from the Subcontractor/Supplier to the Contractor is:
_____ Dollars (\$) _____
- (8) The total amount invoiced to date (*including the current invoice amount*) by the Subcontractor/Supplier is:
_____ Dollars (\$) _____
- (9) The total amount paid to date to the Subcontractor/Supplier:
_____ Dollars (\$) _____

The Subcontractor/Supplier agrees that upon the payment to it of said invoice, the Subcontractor/Supplier does hereby waive, release and quit claim in favor of CMHA, its agents and each and every party acquiring title to and/or making a loan on the Property, and any and all of their successors and assignees, all rights that presently exist or may hereafter accrue to the Subcontractor/Supplier to assert a lien or claims for a lien upon the land and improvements comprising the Project, or claims to the funds of CMHA, to the extent of sums received for work and/or furnished materials, equipment or fabricated materials, etc., furnished through the date of this Release.

The Subcontractor/Supplier agrees to diligently defend CMHA and release any and all claims, encumbrances and liens that are made on the Property for work and/or furnished materials, equipment or fabricated materials, etc., furnished through the date of this Release. The Subcontractor/Supplier will notify CMHA and discharge and cure such claims within five (5) business days of filing. In the event that said issue is not promptly cured, CMHA reserves the right to promptly cure all issues with Subcontractor/Supplier readily supplying any requested items or information necessary to continuously keep CMHA's interests free and clear at all times.

The undersigned freely, and without duress, as authorized representative of the Subcontractor/Supplier executes this Partial Lien Waiver.

(Signature of Affiant)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE at _____, Ohio, this ____ day of

_____, 20____

Stamp/Seal

Notary Public

Effective Date 2/17/15