

PARTIAL WAIVER OF CLAIMS

UPON RECEIPT FROM PRO CONSTRUCTION, INC IN THE SUM OF \$ \_\_\_\_\_ BEING  
PAYMENT FOR ALL WORK, SERVICES, LABOR, EQUIPMENT, AND MATERIALS FURNISHED  
IN CONNECTION WITH THE CONSTRUCTION OF \_\_\_\_\_  
THROUGH THE DATE OF \_\_\_\_\_, WITH A TOTAL AMOUNT PAID TO DATE  
\$ \_\_\_\_\_ THE UNDERSIGNED DOES HEREBY:

1. ACKNOWLEDGE THAT IT HAS BEEN PAID OR WILL BE PAID IN FULL FOR ALL  
WORK, SERVICES, LABOR, EQUIPMENT AND MATERIALS SUPPLIED OR FURNISHED TO  
THE FOREGOING PROJECT THROUGH THE ABOVE DATE.

2. WAIVE AND RELEASE ANY AND ALL RIGHTS, DEMANDS, AND CLAIMS,  
INCLUDING DELAY AND IMPACT CLAIMS, (INCLUDING ANY RIGHT TO A MATERIALMAN'S  
OR MECHANIC'S LIEN OR ANY MILLER ACT CLAIM) AGAINST PRO CONSTRUCTION,  
INC., ITS SURETY, THE PROJECT OWNER, THE OWNER'S PROPERTY, AND ANY  
CONSTRUCTION LENDER; AND

3. CERTIFY THAT ALL OF ITS SUBCONTRACTORS, MATERIAL AND EQUIPMENT  
SUPPLIERS, AND EMPLOYEES ON THE PROJECT HAVE ALREADY BEEN PAID, OR WILL BE  
PAID IN FULL THROUGH THE ABOVE DATE; AND AGREES TO INDEMNIFY AND HOLD  
COMPLETELY HARMLESS PRO CONSTRUCTION, INC. IN THE EVENT OF ANY CLAIMS,  
INCLUDING DELAY AND IMPACT CLAIMS, HEREAFTER MADE ALLEGING NON-PAYMENT BY  
SUCH SUBCONTRACTORS, SUPPLIERS, OR EMPLOYEES.

DATED AT \_\_\_\_\_, \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name and Address of Company

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR \_\_\_\_\_ COUNTY, \_\_\_\_\_.

MY COMMISSION EXPIRES THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.