

**FINAL AND UNCONDITIONAL LIEN WAIVER**

TO: Hoffman-Cortes Contracting Company  
1600 Baltimore, Suite 102  
Kansas City, MO 64108

HC Job #: \_\_\_\_\_

\_\_\_\_\_ (the "SUBCONTRACTOR") has been employed to furnish  
(Name of Subcontractor)  
work, labor and/or materials for the real property and improvements thereon located in \_\_\_\_\_  
(City and State)  
known as \_\_\_\_\_ and more fully described as follows: \_\_\_\_\_

(the "PROPERTY"), pursuant to a Subcontract dated \_\_\_\_\_ with Hoffman-Cortes Contracting Company (the  
"CONTRACTOR") for \_\_\_\_\_ (the "OWNER").  
(Name of Property Owner)

SUBCONTRACTOR, for and in consideration of the sum of \_\_\_\_\_ and /100  
Dollars (\$ \_\_\_\_\_), the receipt of which is hereby acknowledged, does hereby waive and release any  
and all lien, claim of lien or right to lien, on the PROPERTY under the laws of the State of \_\_\_\_\_, on account of  
any and all work, labor and materials including, but not limited to, services, fixtures, equipment or machinery for, to, or for  
the benefit of the PROPERTY, at any times past, present or future, furnished by SUBCONTRACTOR, pursuant to the  
Subcontract.

SUBCONTRACTOR does hereby waive and release said PROPERTY, CONTRACTOR and OWNER and all  
bond or payment sureties and guarantors of CONTRACTOR and OWNER from, and does hereby agree to protect,  
indemnify, defend and hold harmless said PROPERTY, CONTRACTOR, OWNER, sureties and guarantors against (1) any  
and all liens whatsoever, statutory or otherwise, and (2) any and all obligations under any bond or guaranty for payment  
furnished by CONTRACTOR and OWNER, whether pursuant to agreement or requirement of law, and (3) any and all other  
claims whatsoever, statutory or otherwise, for any and all work, labor and materials furnished by or through  
SUBCONTRACTOR pursuant to said Subcontract, including, but not limited to, any and all work, labor, materials which  
may be required to be furnished by SUBCONTRACTOR without charge after the completion of its work under said  
Subcontract on account of any warranties or guarantees or servicing required of SUBCONTRACTOR thereunder.

SUBCONTRACTOR certifies that all bills, labor, materials, services, or other things of value including, but not  
limited to, withholding taxes, social security taxes, unemployment taxes and fringe benefits for any work, labor and  
materials furnished by or through it under said Subcontract have been fully paid, settled, and satisfied.

SUBCONTRACTOR acknowledges and agrees that CONTRACTOR and/or OWNER or their agents will rely  
and have a right to rely on this FINAL AND UNCONDITIONAL LIEN WAIVER in disbursing funds and that the  
CONTRACTOR and/or OWNER will materially alter their position in reliance on this FINAL AND UNCONDITIONAL  
LIEN WAIVER. SUBCONTRACTOR agrees and represents that it will not file any claim or file any lien, notice of intent  
to file a lien, or file a petition to enforce a lien or any other claim whatsoever against the CONTRACTOR, OWNER or the  
PROPERTY, for any work, labor and/or materials SUBCONTRACTOR furnished, performed or will further perform on the  
PROPERTY past, present, or future, and if SUBCONTRACTOR violates this provision, SUBCONTRACTOR shall pay all  
damages incurred by the CONTRACTOR and/or OWNER, including CONTRACTOR'S and/or OWNER'S attorney fees,  
and expenses, regardless of who prevails in the claim or litigation.

**The undersigned officer of SUBCONTRACTOR does hereby certify under oath that he/she is fully authorized and  
empowered to execute this instrument, and to bind the SUBCONTRACTOR hereto.**

Date this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

SUBCONTRACTOR

State of \_\_\_\_\_

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

Title of Officer: \_\_\_\_\_

Print Name of Officer: \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

SEAL

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

My commission expires: