



**INTERIM WAIVER AND RELEASE UPON PAYMENT**

Mechanic and/or Materialman

STATE OF GEORGIA  
COUNTY OF \_\_\_\_\_

The undersigned mechanic and/or materialman has been employed by or has been under an agreement or arrangement with \_\_\_\_\_ (“Contractor”), has furnished \_\_\_\_\_ (describe materials and/or labor) for the construction of improvements known as \_\_\_\_\_ (“Project”) which is located in the City of \_\_\_\_\_, County of \_\_\_\_\_, and is owned by \_\_\_\_\_ (“Owner”) and more particularly described as follows:

\_\_\_\_\_  
(Describe the property upon which the improvements were made by using either a metes and bounds description, the Land Lot, District, Block and Lot Number, or street address of the Project.)

Upon the receipt of the sum of \$\_\_\_\_\_, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and/or material bond through the date of \_\_\_\_\_(Date) and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said Contractor for said building or premises.

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority, I have executed this instrument under seal effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

MECHANIC AND/OR MATERIALMAN

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. By:

\_\_\_\_\_  
Witness

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

[SEAL]

NOTICE: When you execute and submit this document, you shall be conclusively deemed to have been paid in full the amount stated above, even if you have not actually received such payment, 60 days after the date stated above unless you file either an affidavit of nonpayment or a claim of lien prior to the expiration of such 60 day period. The failure to include this notice language on the face of the form shall render the form unenforceable and invalid as a waiver and release under O.C.G.A. Section 44-14-366.’