



WAIVER AND RELEASE UPON FINAL 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 on account of labor or materials, or both, furnished by the undersigned to or on account of said Contractor for said property.

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority, I have executed this instrument under seal effective this _____ day of _____, 20 ____.

MECHANIC AND/OR MATERIALMAN

Company Name

Sworn to and subscribed before me this _____ day of _____, 20 ____.

By:

Signature

Witness

Printed Name & Title

[SEAL]

Notary Public

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.’