

SUBCONTRACTOR/MATERIALMAN WAIVER OF LIEN

OWNER: _____
Owner(s) Name(s)

Owner Address

PROJECT DESCRIPTION: _____

CONTRACT FOR: _____

PROJECT LOCATION: _____

CONTRACT DATED: _____

_____ (“Releasor”), in consideration of Efficiency Maine Trust disbursing to the above-referenced Owner (“Owner”) the escrowed proceeds of a certain loan made in connection with the above-described Project (the “Project”), represents and warrants to Owner and Efficiency Maine Trust (collectively, the “Beneficiaries”), in connection with the above-referenced Contract (the “Contract”) for the Project, that:

Releasor does hereby WAIVE and RELEASE any and all liens and rights to assert a lien against:

1. the Project;
2. the buildings, improvements, and/or appurtenances associated with or forming a part of the Project; and
3. all land on which the Project, such buildings, improvements, and/or appurtenances are located and Owner’s interest in any such land, buildings, improvements, and/or appurtenances,

arising in any manner out of labor, materials, and/or services performed or furnished by Releasor through the date of this instrument in connection with the Contract or the Project referenced above, including, without limitation, any lien or right to assert a lien pursuant to 10 M.R.S.A. § 3251, et seq., as the same may be amended or replaced.

Releasor represents and warrants to the Beneficiaries that (a) attached hereto as Attachment 1 is a true and complete list of all subcontractors hired by Releasor and all other persons hired by or contracting with Releasor who have performed and/or furnished labor and/or materials and/or services in connection with the Project through the date of this instrument; and (b) attached hereto as Attachment 2 are lien waivers from all subcontractors hired by Releasor and all other persons hired by or contracting with Releasor who have performed and/or furnished labor and/or materials and/or services in connection with the above-referenced Project through the date of this instrument.

Releasor further agrees to indemnify and hold harmless the Beneficiaries, and if requested by any of the Beneficiaries, to defend such Beneficiary(ies) with counsel satisfactory to such Beneficiary(ies), from and against any and all liens, claims, demands, causes of action, losses, liabilities, damages, costs and expenses (including reasonable attorney fees) that may be incurred by or threatened against any of the Beneficiaries in connection with any such claim, demand, lien, or right to a lien asserted by or on behalf of any subcontractor hired by Releasor or other person hired by or contracting with Releasor who has performed and/or furnished labor and/or materials and/or services in connection with the above-referenced Project through the date of this instrument.

Nothing in this Waiver of Lien shall affect in any way any claims or rights which Owner may have against Releasor, any subcontractor, or any other person who has performed and/or furnished labor and/or materials and/or services in connection with the above-referenced Project, including, without limitation, any claims which Owner may have for breach of warranty, negligence, or incomplete and/or defective work, and these claims and rights are expressly reserved.

IN WITNESS WHEREOF, Releasor has caused this instrument to be executed by its duly authorized undersigned representative on this ____ day of _____, 20__.

WITNESS:

RELEASOR:

(Subcontractor/Materialman Name)

By: _____

Printed Name:

Its:

STATE OF _____
_____, SS

_____, 20__

Personally appeared the above-named _____ in his/her capacity as _____ of _____ (Subcontractor/Materialman Name)

and made oath that the statements contained herein are true and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of

_____.
(Subcontractor/Materialman Name)

Before me,

Notary Public

Printed Name:

Commission Expires:

Attachment 2

(Lien waivers from all subcontractors hired by Releasor and all other persons hired by or contracting with Releasor who have performed and/or furnished labor and/or materials and/or services in connection with the Project through the date of this instrument.)