

VERY IMPORTANT-THE FOLLOWING DIRECTIONS ARE MANDATED BY THE GEORGIA LIEN WAIVER STATUTE: When a claimant is requested to execute a waiver and release in exchange for or in order to induce payment other than final payment, the waiver and release shall substantially follow the following form, in boldface capital letters in at least 12 point font and the priority of such claimant's lien rights, except as to retention, shall upon such payment thereafter run from the day after the date specified in such Interim Waiver and Release upon Payment form:

**INTERIM WAIVER OF LIEN
AND RELEASE UPON PAYMENT
(PURSUANT TO O.C.G.A. § 44-14-366)**

STATE OF GEORGIA

COUNTY OF _____

**THE UNDERSIGNED [SUBCONTRACTOR, SUPPLIER, OR MATERIALMAN] HAS
BEEN EMPLOYED BY (NAME OF CONTRACTOR):
TO FURNISH (DESCRIBE WORK OR SERVICES PERFORMED AND/OR MATERIALS
PROVIDED):**

**FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS (PROVIDE NAME OF
PROJECT OR CONSTRUCTION WORK):**

**WHICH IS LOCATED AT (PROVIDE SPECIFIC ADDRESS OF PROJECT OR
CONSTRUCTION WORK, INCLUDING CITY, COUNTY, AND STATE):**

AND IS OWNED BY (PROVIDE NAME OF PROJECT OWNER):

**AND MORE PARTICULARLY DESCRIBED AS FOLLOWS (fill in with legal property
description or attach copy of legal property description supplied with Notice of
Commencement obtained from General Contractor):**

(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 ACTUAL RECEIPT OF THE SUM OF \$_____, THE UNDERSIGNED [SUBCONTRACTOR, SUPPLIER, OR MATERIALMAN] WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIEN IT HAS UPON THE FOREGOING DESCRIBED PROPERTY THROUGH THE DATE OF (PROVIDE THE DATE ON WHICH THE PAYMENT REQUEST RELATING TO THIS WAIVER WAS SUBMITTED):

AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE [SUBCONTRACTOR, SUPPLIER, OR MATERIALMAN] MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED [SUBCONTRACTOR, SUPPLIER, OR MATERIALMAN] TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID [PROJECT, BUILDING, OR CONSTRUCTION WORK].

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

(insert here the corporate name of subcontractor, supplier, or materialman)

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

Notary Public

My Commission expires:

RESERVED CLAIMS OR PAYMENT RIGHTS (DESCRIBE HERE CLAIMS OR PAYMENT RIGHTS NOT BEING WAIVED OR RELEASED IN THIS INTERIM WAIVER AND RELEASE):

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.