

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 making of final payment, the waiver and release shall substantially follow the following form in boldface capital letters in at least 12 point font.

**WAIVER OF LIEN AND RELEASE  
UPON FINAL 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 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.**

**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.**