

PARTIAL RELEASE AND ACKNOWLEDGMENT OF PAYMENT

CONTRACTOR:	Hawthorne Commercial Construction, LLC	PHONE 978-710-6295	FAX 978-710-6413
SUBCONTRACTOR / SUPPLIER - NAME & ADDRESS		PHONE	FAX:
OWNER:		Current Contract Amount (including retainage):	\$
PROJECT:		Total Previously Paid:	\$
LOCATION:		Current Payment	\$

In consideration of and as an inducement to pay the sum of _____ (\$ _____) paid by or on behalf of the above referenced Contractor to the undersigned subcontractor or supplier, the receipt and sufficiency of which is hereby acknowledged, the undersigned subcontractor or supplier, for itself, its successors and assigns, hereby remises, releases and forever discharges the Contractor, the Owner and their respective sureties, guarantors, successors and assigns (hereinafter the "Releases") of and from any and all manner of liens, debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements and any and all claims and liabilities whatsoever, in law and in equity, arising under or by virtue of the above dated contract with the Contractor, including any and all deletions, additions and modifications thereto, oral and written, or in connection with the above referenced Project (the "Project").

The undersigned hereby acknowledges said sum to constitute, along with the prior payments and retainage referenced above, full compensation for all work performed under or in connection with said Project through the date set forth herein, including all work performed under original or supplemental contracts, including any amendments or modifications thereto, oral or written, and accepts said sum as full payment for all work performed through the date set forth above, and does therefore waive, relinquish and release any and all liens and claims for compensation of any nature which the undersigned has or may have against any of the Releasees or against the property on which the work was performed.

The undersigned warrants and represents that all bills, claims and obligations for material, services, equipment, labor and any other items furnished under or in connection with said Project have been paid and satisfied, and further agrees to indemnify and hold harmless each and every Releasee from any and all liens, financial obligations or claims, including costs and reasonable attorney's fees, arising under or in connection with work performed or provided for, to or on behalf of the undersigned in connection with said Project as a condition precedent to the making of payments identified herein.

Executed as a sealed instrument under the penalties of perjury this ____ day of _____, 20____.

Name of Subcontractor or Supplier

Signature of Individual Signing

Printed Name and Title of Above Individual

STATE OF _____

COUNTY OF _____, SS.

DATE: _____

Then before me personally appeared the above-named _____, to me known, who being duly sworn did verify that he/she is the _____ of _____, that he/she was authorized by said Subcontractor/Supplier to execute the foregoing instrument, which instrument was acknowledged to be the free act and deed of said Subcontractor/Supplier.

Notary Public
My Commission Expires: _____