

Massachusetts Partial Waiver and Subordination of Lien

Project Description: _____

ESG Project Number: _____

Subcontract or PO Number: _____

Supplier Name: _____

Commonwealth of Massachusetts:

Date: _____

_____ County

Application for Payment No: _____

Owner: _____

Contractor: _____

Lender/Mortgagee: _____

- | | |
|---|----------|
| 1. Original Contract Amount: | \$ _____ |
| 2. Approved Change Orders: | \$ _____ |
| 3. Adjusted Contract Amount:
(line 1 plus 2) | \$ _____ |
| 4. Completed to Date: | \$ _____ |
| 5. Less Retainage: | \$ _____ |
| 6. Total Payable to Date:
(line 4 less line 5) | \$ _____ |
| 7. Less Previous Payments: | \$ _____ |
| 8. Current Amount Due: | \$ _____ |
| 9. Pending Change Orders: | \$ _____ |
| 10. Disputed Claims: | \$ _____ |

The undersigned who has a contract with _____ for furnishing labor or materials or both labor and materials or rental equipment, appliances or tools for the erection, alteration repair or removal of a building or structure or other improvement of real property known and identified as _____ located in _____ (city or town), _____ County, Commonwealth of Massachusetts and owned by _____, upon receipt of _____, (\$ _____) in payment of an invoice/requisition/application for payment dated _____ does hereby:

(a) Waive any and all liens and right of lien on such real property for labor or materials, or both labor and materials, or rental equipment, appliances or tools, performed or furnished through the following date: _____ (payment period), except for retainage, unpaid agreed or pending change orders, and disputed claims as stated above; and

(b) Subordinate any and all liens and right of lien to secure payment for such unpaid, agreed or pending change orders and disputed claims, and such further labor or materials, or both labor and materials, or rental equipment, appliances or tools, except for retainage, performed or furnished at any time through the twenty-fifth day after the end of the above payment period, to the extent of the amount actually advanced by the above lender/mortgagee through such twenty-fifth day.

Signed under the penalties of perjury this _____ day of _____, _____.

The giving of a partial waiver and subordination of lien by any contractor under this section shall not affect the lien rights of any other person claiming a lien under any section of this chapter.

(signature of lien claimant)

Signed on: _____ Address: _____
(date)

Telephone: _____

Massachusetts Final Waiver and Subordination of Lien

Project Description: _____

ESG Project Number: _____

Subcontract or PO Number: _____

Supplier Name: _____

Commonwealth of Massachusetts:

Date: _____

_____ County

Application for Payment No: _____

- 11. Owner: _____
- 12. Contractor: _____
- 13. Lender/Mortgagee: _____
- 14. Original Contract Amount: \$ _____
- 15. Approved Change Orders: \$ _____
- 16. Adjusted Contract Amount: \$ _____
 (line 1 plus 2)
- 17. Completed to Date: \$ _____
- 18. Less Retainage: \$ _____
- 19. Total Payable to Date: \$ _____
 (line 4 less line 5)
- 20. Less Previous Payments: \$ _____
- 21. Current Amount Due: \$ _____
- 22. Pending Change Orders: \$ _____
- 23. Disputed Claims: \$ _____

The undersigned who has a contract with _____ for furnishing labor or materials or both labor and materials or rental equipment, appliances or tools for the erection, alteration repair or removal of a building or structure or other improvement of real property known and identified as _____ located in _____ (city or town), _____ County, Commonwealth of Massachusetts and owned by _____, upon receipt of _____, (\$ _____) in payment of an invoice/requisition/application for payment dated _____ does hereby:

(c) Waive any and all liens and right of lien on such real property for labor or materials, or both labor and materials, or rental equipment, appliances or tools, performed or furnished through the following date: _____ (payment period), except for retainage, unpaid agreed or pending change orders, and disputed claims as stated above; and

(d) Subordinate any and all liens and right of lien to secure payment for such unpaid, agreed or pending change orders and disputed claims, and such further labor or materials, or both labor and materials, or rental equipment, appliances or tools, except for retainage, performed or furnished at any time through the twenty-fifth day after the end of the above payment period, to the extent of the amount actually advanced by the above lender/mortgagee through such twenty-fifth day.

Signed under the penalties of perjury this _____ day of _____, _____.

The giving of a final waiver and subordination of lien by any contractor under this section shall not affect the lien rights of any other person claiming a lien under any section of this chapter.

(signature of lien claimant)

Signed on: _____ Address: _____
(date)

Telephone: _____