

FULL AND FINAL CLAIM/LIEN RELEASE
(Residential Property)

In consideration of the receipt and payment of the sum of:

_____ (\$ _____),
[legal name of business] _____ whose address is
_____ (“Claimant”) hereby fully,
finally, and unconditionally waives and releases any right to assert or enforce a
mechanic’s lien claim against the residential real property identified below for all work
performed by Claimant prior to the date set forth below and for any work hereafter
performed by or on behalf of Claimant under any agreements executed by Claimant
prior to said date set forth below:

Claimant further releases and forever discharges _____
 (“Contractor”), Contractor’s Surety, the Owner(s) of the Real Estate, and the Owner’s
Lenders, hereinafter collectively referred to as “BENEFICIARIES” from any and all
claims or rights of mechanic’s liens as it relates to the contract/purchase order between
Claimant and Contractor, in connection with a construction Project described as

_____ (“Project”)
including but not limited to any and all obligations and liability arising out of or in any
way related to said Project and for labor, rental equipment and/or materials furnished
and/or used in connection with the performance of the contract or in connection with the
Project. Claimant warrants and represents that Claimant has no claim on any bonds or
any other claim whatsoever for additional cost or time for any and all work, labor and
materials furnished on the Project or under the contract.

And, for the same consideration, and upon the aforesaid payment, Claimant does
hereby expressly represent, certify, covenant and warrant that all indebtedness or
obligations to any person or entity for all work, labor, materials, equipment or other
things of value relating to said Project has been fully paid and Claimant does hereby
agree to hold harmless, protect and defend BENEFICIARIES from any and all claims or
liens arising out of or in any way relating to said Project and to fully indemnify
BENEFICIARIES for any losses and specifically including but not limited to all attorneys
and expert fees and expenses) it may sustain by reason of any such claims or liens.
Claimant represents and warrants that Claimant has paid all prevailing wages, local,
state and federal taxes, sales tax (if applicable to the referenced Project) and payments
to any and all suppliers and sub-subcontractors that are due and payable by and
through the date hereof.

Claimant represents and warrants that Claimant has authority to enter into,
execute and deliver this lien waiver, and this lien waiver constitutes the valid and

binding obligations of Claimant. The undersigned representative acknowledges he or she is the appropriate officer and is authorized to execute this lien waiver.

The remittance of the above amount, endorsed by Claimant and marked "paid" or otherwise canceled by the bank against which said remittance was drawn shall constitute conclusive proof that said amount was paid and that payment thereof was received by Claimant and thereupon, this claim/lien release, assignment, indemnity shall become effective automatically and without requirement of any further act, acknowledgement or receipt on the part of any party.

[optional] IMPORTANT NOTICE

FAILURE BY YOU TO PAY SUB-SUBCONTRACTORS OR SUPPLIERS FOR LABOR, MATERIALS OR EQUIPMENT FOR WHICH PAYMENT BY OWNER OR CONTRACTOR IS MADE CONSTITUTES THE CRIME OF LIEN FRAUD SUBJECTING YOU TO PENALTIES AS SEVERE AS A CLASS C FELONY. R.S.Mo. SECTION 429.014.

WITNESS the signature of Claimant this _____ day of _____, 2_____.

By: _____
Title: _____
Address: _____

Telephone: _____