FINAL WAIVER OF LIEN

OWNER: The Board of Governors for
Missouri State University
901 S. National Avenue
Springfield, Missouri 65897

PROJECT NAME:

PROJECT #:

WHEREASE THE UNDERSIGNED: _____ has provided labor, services, materials or equipment, for the above project, under an agreement with:

MISSOURI STATE UNIVERSITY

In its capacity as ____Owner or Owner's agent,____Contractor,____Subcontractor,____Supplier.

Section A: (check and initial **only one** of the following)

Initial ☐ **PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT**

OR

Initial ☐ **FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT**

for all labor, services, materials or equipment provided in the amount of:

(AND /100) ($)

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above and as limited below:

Section B: (check and initial **only one** of the following)

Initial ☐ **CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON**

RECEIPT OF PAYMENT and final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or otherwise canceled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT
of the total amount of ($) in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial ☐ **UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF**

PAYMENT in the above amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

State of: _____)
) SS
County of: _____)

Subscribed and sworn to before me this

_____ day of _____ 20 _____

COMPANY NAME:

_____

ADDRESS:

_____

_____

NOTARY PUBLIC:

SIGNED: _____

SIGNED: _____

TITLE: _____

My Commission Expires: