**CONDTIONAL PARTIAL WAIVER OF LIENS AND CLAIMS**

[To be executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, referred to herein as the Contractor]

For and in consideration of the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be paid to the Contractor, which sum represents the total amount due and payable for all work performed and materials and services furnished in furtherance of the capital improvement project known generally as the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located in the City of Cleveland, Department of Port Control, Cleveland Hopkins International Airport (the “Project Owner”) (Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (the “Project”) through \_\_\_\_\_\_\_\_\_\_\_ (the “Progress Billing Period”), the undersigned waives and releases any and all past, present, or future mechanics’ and/or other liens and/or attested account claims, rights of mechanics’ and/or other liens and/or attested account claims, bond claims, and any and all other demands, damages, or causes of action against, the Project Owner, the Project, and the Project lessees for work performed and materials and equipment furnished through the Progress Billing Period.

 The undersigned acknowledges and represents that the current payment represents full payment for all work, labor, materials, equipment, tools, and services supplied to or in furtherance of the Project (including any extra work claims) through the Progress Billing Period, and that no additional sum is or will hereafter be claimed due by the undersigned, except for earned and unpaid retainage in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Contractor further represents and warrants that, upon receipt of payment from the Project Owner, it will pay, within ten (10) days, all of its laborers, sub-contractors, vendors, unions, and suppliers in full for services and/or materials furnished through the Project Billing Period.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Contractor

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 County of \_\_\_\_\_\_\_\_\_\_\_\_\_ ) ss:

 Before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, on behalf of Contractor, and that the same was his/her free act and deed and the free act and deed of the Contractor, this \_\_\_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public