



PO Box 2279
Concord, NH 03302-2279

Each month, we require our subcontractors to submit a lien waiver before payment is released, in accordance with our subcontractor contract terms, which can be found on our website at www.milestoneengcon.com. In addition, no additional payments will be made on a job until all lien waivers for the previous month from a subcontractor's material supplier(s) and/or subcontractor(s) are received. Below is an explanation for each lien waiver in the subcontractor lien waiver package.

The ***Certificate and Partial Waiver of Lien*** is submitted each month with your requisition/invoice. The amount entered on this waiver is the amount you are billing for that month, less the 10% retainage that we will hold from your payment. Example: You are billing \$10,000 for the month. The lien waiver would be for \$9,000 since we hold 10% retainage, or \$1,000.

Material suppliers and/or subcontractors that you plan on using during the job should be listed on the ***Certificate and List of Material Suppliers and Subcontractors*** form, and they must send us a ***Waiver of Lien for Materials and Labor*** to show that you have paid them when you do so. Please submit a new list each month with your requisition/invoice relating to that period only. It is much easier to track. If you do not have any material supplies and/or subcontractors, please write "NONE" on the ***Certificate and List of Materials Suppliers and Subcontractors*** and submit that. We understand that you cannot pay your material suppliers and/or subcontractors until we pay you. Therefore, you will not submit a ***Waiver of Lien for Materials and Labor*** for any suppliers/subcontractors until you send us your 2nd requisition/invoice. This particular lien waiver is always a month behind.

The ***Certificate and Final Waiver of Lien*** is specifically for when retainage is paid. If you know you are 100% complete and have billed accordingly, you are welcome to send this waiver in showing the amount of all retainage that has been held on your contract amount. It is also a good way for us to make sure our records match yours and that no requisitions/invoices were missed. We have retainage held on us and cannot bill the owner for it until substantial completion of the job. Therefore, please do not expect to receive your retainage until the job is basically complete.

This process will help speed up payment to you, which we are sure you would appreciate. It will also save Milestone Engineering & Construction, Inc. from typing up forms each time a payment is processed. We will both benefit from this procedure.

Please forward all lien waiver forms to Dora Greco at dora@milestoneengcon.com. If you have any questions you are welcome to email her or call her at (603) 226-3877.

CERTIFICATE AND PARTIAL WAIVER OF LIEN

The sum of \$_____ constitutes payment to the undersigned under its contract agreement with MILESTONE ENGINEERING & CONSTRUCTION, INC. for the furnishing of labor, materials, equipment, and subcontractors at **Job #**_____.

In consideration of prior payments received and receipt of the above progress payment, the undersigned hereby releases and further discharges MILESTONE from any and all obligations and liabilities arising by virtue of work performed and relating to said contract and any extras between the parties, either verbal or in writing, through _____.

The undersigned certifies and agrees that all charges payable the undersigned for labor, materials, services, and of every other nature in connection with its contract with MILESTONE ENGINEERING & CONSTRUCTION, INC., PO Box 2279, Concord, NH 03302, provided through _____, have been paid in full or will be paid from the proceeds of this progress payment with the exception of the following:

The undersigned hereby further declares and agrees that in the event any lien should be brought against the Owner, MILESTONE, or its building or premises, by any subcontractor, laborer, or materialman of the undersigned, claiming payment due for labor or materials provided pursuant to said contract on or before _____, the undersigned will protect the said MILESTONE and defend any suit or action brought against it by reason of any lien arising out of the said contract and hold the Owner and MILESTONE harmless and indemnified therefrom.

Signed and sealed by the undersigned by its duly authorized officer this _____ day of _____, 20__.

Company Name: _____

By: _____

Its: _____ duly authorized

Print Name here

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public/Justice of the Peace
My Commission expires:

CERTIFICATE AND LIST OF MATERIAL SUPPLIERS AND SUBCONTRACTORS

Whereas _____ has been employed by MILESTONE
ENGINEERING & CONSTRUCTION, INC., to furnish labor, material, equipment, and
subcontractors at Job _____. I hereby certify that the
following represents a complete list of subcontractors and material suppliers used by
SUBCONTRACTOR for the project.

COMPANY NAME

ADDRESS

Signed and sealed by the undersigned by its duly authorized
officer this _____ day of _____, 20__.

Company Name: _____

By: _____

Its: _____ duly authorized

Print Name here

Subscribed and sworn to before me this _____ day of
_____, 20__.

Notary Public/Justice of the Peace
My Commission expires:

WAIVER OF LIEN FOR MATERIALS AND LABOR

STATE OF _____

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS, we the undersigned: _____

Have been employed by: _____

To furnish materials and/or labor for the project known as **Job#** _____
_____.

NOW THEREFORE, KNOW YE THAT WE, the undersigned, for good and valuable consideration, do hereby waive and release any and all lien or right of lien on said above described project and premises under the Law, in relation to Mechanics' Liens, on account of labor and materials, or both, furnished by the undersigned for the Project.

We, the undersigned, have received \$_____ certified to be the balance due the undersigned for the period ending _____, for all labor, materials, services, and equipment furnished by the undersigned to or on account of the said project.

GIVEN UNDER our hand and seal this _____ day of _____, 20__.

Company Name: _____

By: _____
(Signature)

Its: _____ duly authorized
(Title)

(Print name)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public/Justice of the Peace
My Commission expires:

CERTIFICATE AND FINAL WAIVER OF LIEN

The sum of \$_____ constitutes final payment due the undersigned under its contract agreement with MILESTONE ENGINEERING & CONSTRUCTION, INC. for the furnishing of labor, material, equipment, and subcontractors at **Job#**_____.

In consideration of prior payments received, and receipt of the above final payment, the undersigned hereby releases and further discharges MILESTONE from any, and all, obligations and liabilities arising by virtue of work performed and relating to payment under said contract (including any extras) between the parties, either verbal or in writing, through _____.

The undersigned certifies and agrees that all charges payable the undersigned for labor, materials, services, and of every other nature in connection with its contract with MILESTONE ENGINEERING & CONSTRUCTION, INC., PO Box 2279, Concord, NH 03302, provided through _____, have been paid in full or will be paid with the exception of the following:

The undersigned hereby further declares and agrees that in the event any lien should be brought against the Owner, MILESTONE, or its building or premises, by any subcontractor, laborer, or materialman of the undersigned, claiming payment due for labor or materials provided pursuant to said contract, the undersigned will protect the Owner and MILESTONE and defend any suit or action brought against it by reason of any lien arising out of the said contract and hold the Owner and MILESTONE harmless and indemnified therefrom.

Signed and sealed by the undersigned by its duly authorized officer this _____ day of _____ 20__.

Company Name: _____

By: _____

Its: _____ duly

Authorized: _____

Print Name Here

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public/Justice of the Peace

My Commission expires: