CONTRACTOR'S PARTIAL WAIVER AND SUBORDINATION OF LIEN

(To be submitted with each application for payment)

(M.G.L. c. 254, §32)

Application for Payment No._____

OWNER:

CONTRACTOR:

PROJECT ADDRESS:

PROJECT:

LENDER/MORTGAGEE:

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

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

(a) waive, release, discharge and relinquish any and all liens and claims or rights of lien on such real property for labor or materials, or both labor and materials, and/or rental equipment, appliances or tools, performed or furnished through the following date:

_____ (the "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 claims or rights 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, and/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.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the Subcontractor/Supplier, empowered and authorized to execute and deliver this document on behalf of the Subcontractor/Supplier and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury this _____ day of _____, 20__.

CONTRACTOR:

BY:

_____

Name:

Title:

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the _____ of _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

_____

Notary Public

My commission expires: