



From:	
Address:	
Contact:	
To Owner / Project:	JHL Constructors,
Project Address:	

**INTERIM CONDITIONAL RELEASE – PROGRESS PAYMENTS**

The undersigned states that he/she is the authorized agent for the Company signing this release ("Company") and is authorized to act on behalf of the Company. The Company has performed or furnished for the Project labor, materials, equipment, or other expenses ("Work") directly to the owners of the Project or General Contractor noted above.

Conditional upon receipt and bank clearance of a progress payment in the amount of \$ \_\_\_\_\_ (the "Current Progress Payment"), due from the Company's Application for Payment Number \_\_\_\_\_, through the period ending \_\_\_\_\_, the Company agrees as follows:

- (1) The Company waives all rights to and claims for a mechanics' lien, payment bond claim, notice to disburser, or verified statement of claim arising from or relating to the Project and/or any and all Work on the Project to the extent of the Current Progress Payment.
- (2) The Company releases the owners of the Project and their officers, directors, members, managers, affiliates, related entities, employees, agents, representatives, lenders, title insurers, escrow agents, insurers, successors and assigns (collectively the "Owner") and JHL Enterprises, Inc. d/b/a JHL Constructors, Inc. and its officers, directors, members, managers, affiliates, related entities, employees, agents, representatives, insurers, sureties, payment bond sureties, successors and assigns (collectively the "General Contractor") from any and all claims, demands, rights of action, liabilities, judgments, damages, losses, costs, interest, liens, bond claims, verified statements of claim, attorneys' fees or causes of action (at law, in equity, based on state or federal statute or otherwise) of any kind or nature whatsoever arising from or relating to the Project and/or any and all Work on the Project to the extent of the Current Progress Payment.
- (3) The Company further certifies that with respect to the Current Progress Payment, the Company has fully paid, or will timely pay, all amounts due less retainage and any unresolved claims or disputes, to its suppliers, subcontractors, materialmen, employees, servants and agents that have performed or furnished any Work for the Project. The Company represents to the Owner and General Contractor that there has not been any assignment, transfer, or purported transfer, or assignment to any person, firm, or corporation of any of the claims conditionally released hereby.
- (4) The Company shall defend, indemnify and hold harmless the Owner and the General Contractor (as they are defined above) from any and all damages, losses, costs and attorneys' fees arising from or relating to the Company, its suppliers, subcontractors, materialmen, employees, servants, agents, or any other person or entity that supplied any Work for the Project at the request of or for the Company asserting any claim, demand, right of action, lien, bond claim, verified statement of claim or cause of action that is conditionally released hereby.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF COLORADO THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

IN WITNESS WHEREOF, \_\_\_\_\_ has executed this conditional interim lien waiver and release on behalf of the Company this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_.

State of \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public