

**GENERAL RELEASE, WAIVER OF LIEN
CERTIFICATE OF PAYMENT AND GUARANTY**

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter referred to as "Subcontractor") in consideration of the payment receipt of which is hereby acknowledged, being the total sum owed on project # _____, but not including retention in the amount of \$ _____ and for other good and valuable consideration agrees to and hereby does make full and final settlement of all claims, actions or causes of action arising out of or connected with the contract between Subcontractor and General Contractor, Cranshaw Construction of New England L.P., and/or any extras in connection therewith; further Subcontractor does hereby remise, release and forever discharge the said Cranshaw Construction of New England L.P., Owner and the Safeco Insurance Company of America, and all officers and directors, partners, shareholders, agents and employees, successors and assigns of each, from all contract debts, claims, demands, actions, causes of action, liens, suits, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, omissions, variances, damages, contingencies, obligations, and liabilities of any kind whatsoever both in law or in equity, except retention arising from or as a result of work done or material, tools or equipment supplied pursuant to the aforesaid contract and/or any modifications thereof and/or any extras relating thereto; and Subcontractor hereby forever releases, waives and discharges any and all claims, actions, suits, demands obligations or liabilities or liens of any nature, of any kind whatsoever, in law, or in equity, which they may have or ever have had against the project or property hereinbefore specified or any portion thereof.

Subcontractor confirms that all applicable taxes have been paid to the Commonwealth of Massachusetts on the subject project. Subcontractor agrees to indemnify exonerate and hold harmless Cranshaw Construction of New England L.P. and Owner from all loss, liability, damage or expense arising out of or alleged to have arisen out of any breach of the foregoing representations.

AND Subcontractor does hereby certify, warrant and represent to Cranshaw Construction of New England L.P., and Owner that all subcontractors, materialmen and laborers of Subcontractor and fringe benefits in connection therewith have been paid in full for any work, labor, materials, tools and equipment furnished with reference thereto. These representations are made for the purpose of inducing final payment to Subcontractor by Cranshaw Construction of New England L.P. for this project with knowledge of full reliance thereon by Cranshaw Construction of New England L.P.

NOTWITHSTANDING the foregoing, Cranshaw Construction of New England L.P. hereby acknowledges that the retention sum of \$ _____ remains due and owing to Subcontractor upon the date of execution hereof.

NOTWITHSTANDING the foregoing, Subcontractor agrees to and shall within five (5) days after receipt of written notification by Cranshaw Construction of New England L.P. repair, replace or otherwise remedy, without cost to the General Contractor, Cranshaw Construction of New England L.P., any defects due to faulty materials or workmanship provided by or through Subcontractor and further, to pay for any damage to other work resulting therefrom which shall appear within one (1) year from the date hereof or within the time periods specified in the aforesaid contract, whichever may be longer.

IN WITNESS WHEREOF, the above-named Subcontractor, by its duly authorized officer, has executed this instrument of its own free will and caused its seal to be affixed thereto.

SUBCONTRACTOR:

(Company Name)

BY: _____

TITLE: _____
(Authorized Representative)

ADDRESS:

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 200____, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, to be the person who signed the preceding document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

NOTARY PUBLIC
My Commission Expires: