

To: Foushee and Associates Co., Inc.

From: _____ Phone #: _____

Project Number and Name: _____

Payment Request No: _____ Invoice #: _____

Period: _____, 20 _____ to _____, 20 _____

STATEMENT OF CONTRACT ACCOUNT:

1.	Original Contract Amount	\$ _____
2.	Approved Changes: <input type="checkbox"/> Net <input type="checkbox"/> Add/Deduct <input type="checkbox"/> As per attached breakdown	\$ _____
3.	Adjusted Contract Amount	\$ _____
4.	Value of Work Completed to Date:	\$ _____
5.	Value of Approved Change Orders Completed to Date:	\$ _____
6.	Materials Stored on Site:	\$ _____
7.	Total (lines 4+5+6)	\$ _____
8.	Less Amount Previously Billed	\$(_____)
9.	Amount This Application	\$ _____
10.	Less Retainage (_____ %)	\$(_____)
11.	Amount of this Request:	\$ _____

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from Foushee & Associates Inc., in the amount of \$ _____, Payable to _____, when the check has been paid by the bank or other institution upon which it is drawn, this document shall become effective to waive and release any Mechanic's or Materialmen's Lien, equitable line, stop notice, bond or retainage claim right, the undersigned has on the project owned by _____ Known as the _____ located at _____, for labor, services, equipment or material furnished to Foushee & Associates Company, Inc. through the date of _____. PROVIDED, however, that this waiver and release shall not be effective as to retainage or other payments under the undersigned's contract which are not currently due and payable to the undersigned.

Nothing herein shall be construed to waive or release any such rights which may accrue to the benefit of the undersigned for labor, services, equipment or material furnished to the above project subsequent to said date or for compensation due to the undersigned for the following items which are in dispute:

In consideration of this progress payment, the undersigned hereby indemnifies and agrees to hold Foushee & Associates Company, Inc. and the Owner (see above) harmless from any claim, cause of action or liability, including but not limited to costs, expenses, arbitration fees, interest and reasonable attorney's fees, arising from any claims hereafter made on account of labor, services, equipment or material covered by this progress payment.

Before any recipient of this document relies upon it, the recipient should verify that the payor bank honored the foregoing payment check.

NOTARY SEAL

Date: _____

Subscribed and sworn before me this _____ day of _____

20 _____

Notary Public: _____

My Commission Expires: _____

FINAL WAIVER OF LIEN AND RELEASE UPON FINAL PAYMENT

To: Owner(s) of the premises located at _____
_____ Known as _____
Foushee & Associates Company, Inc., prime contractor; and to whom it may concern:

The undersigned _____ having entered into a contract as detailed below hereby provides the following final waiver and release.

Original Contract	\$ _____
Total Change Orders	\$ _____
Final Contract Total	\$ _____
Value of Work Completed To Date	\$ _____
Payments Made To Date	\$ _____
Payment Due	\$ _____

The undersigned has been paid in full for all labor, services, equipment or material furnished to the above referenced location and does hereby waive and release any mechanic's lien, stop notice or bond right and all causes of action for breach of contract, express or implied, that the undersigned has on the above referenced project.

The undersigned further warrants and represents that it has paid all employees (wages and benefits) for work performed on this project, and if it has furnished materials, that it has paid all material suppliers in connection with this project. The undersigned realizes that the Owner, prime contractor, construction lender and surety, if any, rely upon these representations in making this payment. The undersigned agrees to indemnify and hold each of the foregoing parties harmless from any and all claims or liens lodged against this project arising out of the undersigned's furnishing of labor, material or equipment through the date hereof.

Subcontractor: _____

By: (Authorized Corporate Officer/Partner/Owner) _____

Title: _____