SUBCONTRACTOR/SUPPLIER CONDITIONAL PARTIAL RELEASE OF LIEN, GENERAL RELEASE AND AFFIDAVIT OF PAYMENT

WHEREAS, _____(Subcontractor/Supplier) and **DEL Construction, LLC T/A Providence Builders (hereafter known as Providence Builders)**, have heretofore entered into a certain Subcontract or Purchase Order No._____ dated _____, (Agreement) relating to the furnishing of materials, labor and/or equipment in connection with the construction of _____ (Project), located at _____ (Address), and which is being built for _____ (Owner).

NOW THEREFORE, in consideration and conditioned upon the receipt of payment of the sum of $_____, which sum represents the total amount due through _____ (Date), pursuant to the above referenced Agreement, Subcontractor/Supplier does hereby:

1. Certify that all persons, firms, associations, corporations, or other entities furnishing labor, materials, equipment, or supplies to Subcontractor/ Supplier with respect to the Agreement have been paid in full, including any and all applicable Federal, State and Local sales, use, excise, or similar taxes or import duties, licenses and royalties, through the date stated above, and
2. Remise, release, waive, relinquish, discharge and forever quitclaim unto Providence Builders, Providence Builders' Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands and causes of action whatsoever against any of them, which Subcontractor/Supplier ever had, now has, or which it or its successors or assigns hereafter can, shall or may have for, upon or by reason of any matter cause or thing whatsoever, arising out of the Agreement through the date stated above, and
3. Agree to indemnify and save harmless Providence Builders, Providence Builders' Surety and Owner, their successors or assigns, against all loss, cost, damage or expense by reason of any and any manner of liens, claims or demands which anyone may have for labor performed, or for material or equipment furnished under the Agreement through the date stated above.

IN WITNESS WHEREOF, Subcontractor/Supplier has duly caused these presents to be signed and attested by its duly authorized Owner, partner or officer (and if a corporation, its corporate seal to be hereunto affixed) this _____day of _____, 20_____.

SWORN to before me this _____day

of _____, 20_____.

_____
(Notary Public)   (Seal)

My commission expires _____

_____
(Subcontractor/Supplier)

By: _____

Its: _____
                                                    (Seal)