

CONTRACTOR FINAL RELEASE AND LIEN WAIVER

Date: _____
Project: _____
Address: _____
City: _____
County: _____
State: _____
Owner: _____

Contract Date: _____
Contract Price: _____
Net Extras & Deductions: _____
Adjusted Contract Price: _____
Amount Previously Paid: _____
Balance Due-Final Payment: _____

The undersigned, for \$ _____ and other good and valuable consideration, receipt whereof is hereby acknowledged and subject only to clearance of bank funds, has remised, released and forever discharged and by these presents does, for itself, its successors and its assigns, remise, release and forever discharge NYU Hospitals Center, New York University and New York University Medical Center Condominium and their respective trustees, directors, officers, agents, employees, consultants, successors and assigns (collectively, the "Releasees") of and from all claims of liability to the undersigned for anything furnished or performed in connection with, or arising out of, the above-referenced Project and the above-referenced Contract between the undersigned and the above-referenced Owner, including, without limitation, all claims for extra work or by reason of extra work, labor, materials or equipment performed or furnished in connection with, relating to or arising out of the subject matter of the Project or said contract, and any prior act, neglect or default on the part of the Releasees in connection therewith, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity, which against the Releasees the undersigned ever had, now has or which its successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents.

The undersigned further acknowledges that neither payment to the undersigned nor acceptance of the work, labor, materials or equipment performed or furnished by the undersigned shall in any way or manner operate as or constitute a release or waiver of the undersigned's obligations, undertakings or liabilities in connection with the Project or the Contract or in any way affect or limit the same.

The undersigned further covenants and agrees that it will not claim or file a mechanic's lien or other lien in connection with the Project or against any fund applicable thereto for any of the labor, material or equipment furnished and work performed by the contractor.

This Final Release and Lien Waiver may not be changed orally.

IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this Final Release and Lien Waiver this _____ day of _____, 20____.

CONTRACTOR:

Signature: _____
Print Name: _____
Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On this _____ day of _____, in the year 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described in and which executed the foregoing Final Release and Lien Waiver, and that he/she signed his/her name thereto by authority of the board of directors of the corporation.

Notary Public