



## **SUBCONTRACTOR FINAL RELEASE AND WAIVER OF CLAIMS**

**TO: SOUTHCON BUILDING GROUP, LLC**

682 Johnnie Dodds Blvd., Suite 101

Mt. Pleasant, SC 29464

**PROJECT NAME:** \_\_\_\_\_

**WORK SCOPE:** \_\_\_\_\_

For and in consideration of the final payment of \$\_\_\_\_\_, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all rights, claims or otherwise, which the undersigned has now, may have had or may have in the future, arising out of the performance of work or the furnishing of labor or materials by the undersigned pursuant to a Subcontract or Purchase Order with **SOUTHCON BUILDING GROUP, LLC (SouthCon Building Group)** in connection with construction of the above named project.

This Final Release and Waiver applies to and inures to the benefit of **SOUTHCON BUILDING GROUP** and its agents, officers, representatives, employees, directors, and all those acting on their behalf. It applies to all facts, acts, events, circumstances, changes, construction or actual, delays, accelerations, extra work, disruptions, interferences, and the like which have occurred or may be claimed to have occurred prior to the date of this Release.

This Final Release and Waiver applies to and protects **SOUTHCON BUILDING GROUP** and SouthCon Building Group's performance and payment bond surety, if any, as well as anyone against whom a claim is asserted by virtue of involvement or relationship with SouthCon Building Group, the Owner, or the surety in connection with any claim, demand, lien, claim for relief, cause of action and the like waived, released and relinquished by the terms of this Agreement

The undersigned further represents that all employees, laborers, material men and subcontractors employed by this undersigned in connection with the Project and all bills for labor, materials and supplies furnished by others to the undersigned in connection with construction of improvements upon the Project have been fully paid and that no obligations, legal, equitable or otherwise, are owed by the undersigned in connection with its work on the Project. With respect to this representation and warranty, the undersigned does hereby agree to indemnify and hold harmless **SOUTHCON BUILDING GROUP**, its performance and payment bond surety, if any, the Owner and any others against whom a claim is asserted by virtue of involvement or relationship with them from any and all claims, damages, losses, expenses, and the like, including legal expenses and attorney fees, incurred by reason of the claim that the undersigned has not fully paid for all labor, materials, and expenses incurred in connection with its work on the Project.

The undersigned further agrees that making and receipt of final payment and execution of this Final Release and Waiver shall in no way release the undersigned from its continuing the obligation with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work and any other obligations of the undersigned to **SOUTHCON BUILDING GROUP**. Moreover, if the undersigned has furnished a bond in connection with the performance of its work, the surety for the undersigned is also bound by the terms of this agreement.

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority, I have executed this instrument under seal this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

FOR SUBCONTRACTOR/SUPPLIER:

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

Company Name \_\_\_\_\_ SEAL

BY: \_\_\_\_\_

Officer of Subcontractor

My commission expires \_\_\_\_\_.

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