

Contract: Exhibit E1

**Subcontractor's Release of Claim
and Conditional Partial Waiver of Lien**

State of _____

County of _____

KNOW ALL MEN BY THESE PRESENT, That _____, Affiant,
(Your Name)

first being duly sworn, deposes and says: I am the _____ of
(Your Title)

_____, a _____
(Your Company Name) (Corporation, Partnership, Sole Proprietor, Etc.)

trading and doing business as _____.
(Your Company Name as on Subcontract)

The principal address of said Company is:

I make this Affidavit and Partial Waiver of Lien on behalf of _____ (Your Company Name), who entered into a Subcontract with Hollister Construction Services, LLC to furnish labor and material and/or equipment for construction of _____ (scope of work), located at _____ (Property Address).

In consideration of the past payments made and of the payment of \$ _____, (the amount currently due), receipt of which is hereby acknowledged, the Subcontractor represents and covenants to the Owner as follows:

The Subcontractor has paid all bills for labor performed, materials and equipment furnished, and services rendered by the Subcontractor or by all other persons (including Sub-subcontractor) on behalf of the Subcontractor in connection with the above described work; and all liabilities for sales and/or use tax, where applicable, have been paid and discharged; and

The Subcontractor discharges and releases the Owner and the Property from and agrees to indemnify the Owner and hold it and its property harmless against any and all obligations under the contract, amendments, and change orders thereto and from any and all claims, demands, actions and causes of action arising out of labor performed, material and equipment furnished or services rendered by the Subcontractor or by all other persons (including Sub-subcontractors) on behalf of the Subcontractor in connection with the above described work: and

The Subcontractor waives, releases, and relinquishes all liens and all claims and rights of lien which he has or may have against the Owner or the Property arising out of the Contract, amendments, and change orders thereto and all work, services, equipment and materials performed or furnished by the Subcontractor and by all other persons (including sub-subcontractors) on behalf of the Subcontractor.

The Subcontractor agrees to promptly pay and release of record all mechanic's and materialman's and like liens filed by any of the Sub-subcontractors, material suppliers or laborers in connection with the work, services, equipment and materials performed or furnished under the Contract, amendments and change orders thereto to the effective date set forth below which now or in the future affect the Property and to defend, indemnify and hold the Owner harmless from any liability or expense incurred because of any such liens or the enforcement thereof.

Further, Affiant sayeth not.

Witness Affiant's signature this _____ day of _____, 20____.

(Your Company Name)

By: _____
(Your Signature)

Name and Title : _____
(Print Your Name and Title)

Subscribed and sworn to before me by _____ (Person's Name)

the _____ (Person's Title) of _____ (Company Name)

this _____ day of _____, 20____.

My commission expires:

(Notary Public)