SECTION 00 4313

RELEASE OF LIENS

PURSUANT TO THE TERMS OF THE CONTRACT BETWEEN GONZALES HEALTHCARE SYSTEM. (HEREAFTER CALLED THE “OWNER”) AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (CONTRACTOR’S NAME) (HEREAFTER CALLED THE “CONTRACTOR”) DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, OR ITS ASSIGNEES, IF ANY, THE CONTRACTOR UPON FINAL PAYMENT BY THE OWNER DOES REMISE, RELEASE, AND DISCHARGE THE OWNER, ITS OFFICERS, AGENTS, CONSULTANTS, AND EMPLOYEES, INCLUDING THE ARCHITECTS AND ENGINEERS AND THEIR EMPLOYEES OF AND FROM ALL LIABILITIES, OBLIGATIONS, CLAIMS AND DEMANDS WHATSOEVER UNDER OR ARISING FROM THIS CONTRACT AND ASSOCIATED SUBCONTRACTS, EXCEPT: (STATE EXCEPTIONS OR STATE NONE) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 THE CONTRACTOR AGREES THAT HE WILL COMPLY WITH ALL THE PROVISIONS OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION THOSE PROVISIONS RELATING TO NOTIFICATION TO THE OWNER AND RELATING TO THE DEFENSE OR PROSECUTION OF LITIGATION. THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE GONZALES HEALTHCARE SYSTEMS HARMLESS FROM ANY AND ALL LIENS AND CLAIMS FOR DAMAGES, INCLUDING ATTORNEY’S FEES AND EXPENSES, OF SUPPLIERS OF MATERIALS, SUBCONTRACTORS, EQUIPMENT LESSORS AND ANY OTHER FURNISHING MATERIALS, LABOR OR EQUIPMENT IN CONNECTION WITH THE CONSTRUCTION OF THE PROJECT LISTED BELOW.

 PROJECT: GONZALES HEALTHCARE EXPANSION

IN WITNESS WHEREOF, THIS RELEASE HAS BEEN EXECUTED THIS \_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contractor’s Authorized

 Representative Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public in and for

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Texas

 MY COMMISSION EXPIRES THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

END OF SECTION