

Text of the lien waiver form(s) prescribed by Massachusetts General Laws c.254 §32, as compiled 2026-08-12 by SubLien from the cited public statute, with the statutory blanks left blank. Statutes change. Review the current statute and your project facts; this sample is not a determination that a form or workflow fits your transaction. c.254 §32 prescribes one form — the partial waiver and subordination of lien below — and requires it to be followed substantially with no material deviation therefrom. It prescribes no final-payment form. Section 32(4) applies this form only to a partial waiver and subordination given by a person who has filed or recorded a notice of contract under c.254 section 2; an ordinary section 4 subcontractor or lower-tier claimant does not qualify. Under section 32, one contractor's partial waiver does not affect the lien rights of any other person claiming a lien under chapter 254. The statute prints no line after the perjury sentence; SubLien added the signature line there. This form is not a substitute for the advice of an attorney. This file is provided free and as is, without warranty of any kind, including that it is current, complete or suitable for your project. To the fullest extent permitted by law, SubLien LLC is not liable for any use of this file or the forms in it. Use is subject to sublien.com/terms. Background and citations: sublien.com/lien-waiver-requirements/ma.

Partial Waiver and Subordination of Lien

Massachusetts General Laws c.254 §32

COMMONWEALTH OF MASSACHUSETTS: Date: _____

_____ **COUNTY** Application for Payment No: _____

OWNER: _____

CONTRACTOR: _____

LENDER/MORTGAGEE: _____

1. Original Contract Amount: _____

2. Approved Change Orders: _____

3. Adjusted Contract Amount: _____ (line 1 plus 2)

4. Completed to Date: _____

5. Less Retainage: _____

6. Total Payable to Date: _____ (line 4 less line 5)

7. Less Previous Payments: _____

8. Current Amount Due: _____ (line 6 less line 7)

9. Pending Change Orders: _____

10. Disputed Claims: _____

The undersigned who has a contract with _____ for furnishing labor or materials or both labor and materials or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building or structure or other improvement of real property known and identified as _____ located in _____ (city or town), _____ County, Commonwealth of Massachusetts and owned by _____, upon receipt of _____ (\$ _____) in payment of an invoice/requisition/application for payment dated _____ does hereby:

(a) waive any and all liens and right of lien on such real property for labor or materials, or both

labor and materials, or rental equipment, appliances or tools, performed or furnished through the following date: _____ (payment period), except for retainage, unpaid agreed or pending change orders, and disputed claims as stated above; and

(b) subordinate any and all liens and right of lien to secure payment for such unpaid, agreed or pending change orders and disputed claims, and such further labor or materials, or both labor and materials, or rental equipment, appliances or tools, except for retainage, performed or furnished at any time through the twenty-fifth day after the end of the above payment period, to the extent of the amount actually advanced by the above lender/mortgagee through such twenty-fifth day.

Signed under the penalties of perjury this _____ day of _____, _____.

Signature: _____