

FREE LIEN WAIVER FORMS

Lien waiver forms for Missouri projects

SubLien Missouri template (Missouri prescribes a form only for some projects)

Missouri's statutes print a lien waiver form only for some projects (the covered-residential unconditional final waiver in RSMo §429.016). This file contains SubLien's own Missouri template: the four forms SubLien prepares for ordinary private projects and the covered-residential final form, with every blank left blank.

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Before you use a form

Have your legal counsel review these forms before you use them. SubLien doesn't give legal advice, these forms are not a substitute for the advice of an attorney, and which form fits your transaction is your decision. Fill in every blank for the actual project and payment. 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.

Send it for e-signature and track it in SubLien

SubLien fills known project fields into this template, emails the subcontractor a secure signing link, and follows up until the signed waiver returns or the reminder schedule ends. See it at sublien.com/demo.

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sublien.com/lien-waiver-requirements/missouri.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

State of Missouri - RSMo §§429.005 and 429.016

Missouri notice: This waiver is intended only for lien rights tied to labor, services, equipment, or materials already furnished and paid or conditionally being paid. Under RSMo §429.005, an agreement to waive the right to claim a lien is against public policy and unenforceable where it is given in anticipation of and in consideration for the awarding of a contract or subcontract. That section does not prohibit the subordination or release of a lien, and does not prohibit contractual provisions requiring lien waivers as a condition for payment. RSMo §429.016 permits a residential claimant to execute a partial or full, conditional or unconditional waiver; only the covered-residential Unconditional Final route uses that section's prescribed form.

Project: _____

Property: _____

Claimant/Subcontractor: _____

General Contractor: _____

Payer: _____

Through Date: _____

Amount: \$_____

Upon the claimant's actual receipt from _____ of \$_____, payable to the claimant, in good and sufficient funds, this document becomes effective to waive and release lien rights against the above-described private property only to the extent of that payment and only for labor, services, equipment, or materials actually furnished through the earlier of _____ and the date this document is signed, except as stated under "Exceptions" below.

Until the claimant actually receives that payment in good and sufficient funds, this waiver and release has no effect.

This waiver and release does not cover retainage; labor, services, equipment, or materials furnished after the date stated above; pending or unapproved change orders; or any additional item stated under "Exceptions" below.

Scope notice: This payment-stage document releases only the private-property lien rights described above. It does not release a payment-bond claim, public-fund claim, contract debt, or other payment-security right, and it is not a satisfaction or cancellation of a lien already recorded or filed. Use the separate public-work, bond, or recorded-lien process when one applies.

Exceptions (if any): _____

Signature: _____ Date: _____

Printed Name of Authorized Signer: _____

Title: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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Project: _____

Property: _____

Claimant/Subcontractor: _____

General Contractor: _____

Through Date: _____

Amount: \$_____

NOTICE: THIS IS AN UNCONDITIONAL LIEN WAIVER. DO NOT SIGN IF ANY AMOUNT OR RIGHT COVERED BY THIS WAIVER SHOULD REMAIN OUTSTANDING.

By signing, the undersigned unconditionally waives and releases lien rights against the above-described private property only to the extent of \$_____ and only for labor, services, equipment, or materials actually furnished through the earlier of _____ and the date this document is signed, except as stated under "Exceptions" below.

This waiver and release does not cover retainage; labor, services, equipment, or materials furnished after the date stated above; pending or unapproved change orders; or any additional item stated under "Exceptions" below.

Scope notice: This payment-stage document releases only the private-property lien rights described above. It does not release a payment-bond claim, public-fund claim, contract debt, or other payment-security right, and it is not a satisfaction or cancellation of a lien already recorded or filed. Use the separate public-work, bond, or recorded-lien process when one applies.

Exceptions (if any): _____

Signature: _____ Date: _____

Printed Name of Authorized Signer: _____

Title: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

State of Missouri - RSMo §§429.005 and 429.016

Missouri notice: This waiver is intended only for lien rights tied to labor, services, equipment, or materials already furnished and paid or conditionally being paid. Under RSMo §429.005, an agreement to waive the right to claim a lien is against public policy and unenforceable where it is given in anticipation of and in consideration for the awarding of a contract or subcontract. That section does not prohibit the subordination or release of a lien, and does not prohibit contractual provisions requiring lien waivers as a condition for payment. RSMo §429.016 permits a residential claimant to execute a partial or full, conditional or unconditional waiver; only the covered-residential Unconditional Final route uses that section's prescribed form.

Project: _____

Property: _____

Claimant/Subcontractor: _____

General Contractor: _____

Payer: _____

Amount: \$_____

In consideration of the final payment identified above and all prior payments actually received, upon the claimant's actual receipt from _____ of that final payment of \$_____, payable to the claimant, in good and sufficient funds, this document becomes effective to waive and release all lien rights against the above-described private property for all labor, services, equipment, or materials actually furnished on this project on or before the date this document is signed and paid by those payments, except as stated under "Exceptions" below.

Until the claimant actually receives that final payment in good and sufficient funds, this waiver and release has no effect.

Scope notice: This payment-stage document releases only the private-property lien rights described above. It does not release a payment-bond claim, public-fund claim, contract debt, or other payment-security right, and it is not a satisfaction or cancellation of a lien already recorded or filed. Use the separate public-work, bond, or recorded-lien process when one applies.

Exceptions (if any): _____

Signature: _____ Date: _____

Printed Name of Authorized Signer: _____

Title: _____

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

State of Missouri - RSMo §§429.005 and 429.016

Missouri notice: This waiver is intended only for lien rights tied to labor, services, equipment, or materials already furnished and paid or conditionally being paid. Under RSMo §429.005, an agreement to waive the right to claim a lien is against public policy and unenforceable where it is given in anticipation of and in consideration for the awarding of a contract or subcontract. That section does not prohibit the subordination or release of a lien, and does not prohibit contractual provisions requiring lien waivers as a condition for payment. RSMo §429.016 permits a residential claimant to execute a partial or full, conditional or unconditional waiver; only the covered-residential Unconditional Final route uses that section's prescribed form.

Project: _____

Property: _____

Claimant/Subcontractor: _____

General Contractor: _____

Amount: \$_____

NOTICE: THIS IS AN UNCONDITIONAL LIEN WAIVER. DO NOT SIGN IF ANY AMOUNT OR RIGHT COVERED BY THIS WAIVER SHOULD REMAIN OUTSTANDING.

In consideration of the final payment identified above and all prior payments actually received, by signing the undersigned unconditionally waives and releases all lien rights against the above-described private property for all labor, services, equipment, or materials actually furnished on this project on or before the date this document is signed and paid by those payments, except as stated under "Exceptions" below.

Scope notice: This payment-stage document releases only the private-property lien rights described above. It does not release a payment-bond claim, public-fund claim, contract debt, or other payment-security right, and it is not a satisfaction or cancellation of a lien already recorded or filed. Use the separate public-work, bond, or recorded-lien process when one applies.

Exceptions (if any): _____

Signature: _____ Date: _____

Printed Name of Authorized Signer: _____

Title: _____

UNCONDITIONAL FINAL LIEN WAIVER FOR RESIDENTIAL REAL PROPERTY

_____ (claimant name) (claimant address: _____)

hereby fully, finally, and unconditionally waives and releases any right to assert or enforce a mechanic's lien claim against the residential real property identified below for all work performed by Claimant prior to the date set forth below and for any work hereafter performed by or on behalf of Claimant under any agreements executed by Claimant prior to said date set forth below:

Legal description of the Property:

Claimant legal name: _____

Person signing: _____

Title or position: _____

Signer address: _____

Signer telephone number: _____

Signature: _____ Date signed: _____