

FREE LIEN WAIVER FORMS

Lien waiver forms for North Carolina projects

SubLien North Carolina template (North Carolina prescribes no statutory form)

North Carolina's statutes print no lien waiver form to follow. This file contains SubLien's own North Carolina template, written from North Carolina's lien statutes: the forms SubLien prepares for North Carolina projects, 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.

Prepared 2026-10-06 from SubLien template publication bundle-2026-10-04-1. Background and citations:
sublien.com/lien-waiver-requirements/north-carolina.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

State of North Carolina

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 the claimant's own applicable claim-of-lien-on-real-property and claim-of-lien-upon-funds rights arising from the above-described private project 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.

North Carolina scope notice: This payment-stage document releases only the signer's own applicable real-property-lien and lien-upon-funds rights under Chapter 44A for the identified progress payment and covered work period, subject to the claimant's stated exceptions. It does not purport to waive another claimant's independent rights. Any effect on derivative or subrogated rights is governed by Chapter 44A. It does not release a payment-bond or public-work claim, contract debt, or an already-filed lien.

Exceptions (if any): _____

Signature: _____ Date: _____

Printed Name of Authorized Signer: _____

Title: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

State of North Carolina

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 the claimant's own applicable claim-of-lien-on-real-property and claim-of-lien-upon-funds rights arising from the above-described private project 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.

North Carolina scope notice: This payment-stage document releases only the signer's own applicable real-property-lien and lien-upon-funds rights under Chapter 44A for the identified progress payment and covered work period, subject to the claimant's stated exceptions. It does not purport to waive another claimant's independent rights. Any effect on derivative or subrogated rights is governed by Chapter 44A. It does not release a payment-bond or public-work claim, contract debt, or an already-filed lien.

Exceptions (if any): _____

Signature: _____ Date: _____

Printed Name of Authorized Signer: _____

Title: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

State of North Carolina

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 the claimant's own applicable claim-of-lien-on-real-property and claim-of-lien-upon-funds rights arising from the above-described private project 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.

North Carolina scope notice: This payment-stage document releases only the signer's own applicable real-property-lien and lien-upon-funds rights under Chapter 44A for the signing claimant's paid project work furnished on or before signing, subject to the claimant's stated exceptions. It does not purport to waive another claimant's independent rights. Any effect on derivative or subrogated rights is governed by Chapter 44A. It does not release a payment-bond or public-work claim, contract debt, or an already-filed lien.

Exceptions (if any): _____

Signature: _____ Date: _____

Printed Name of Authorized Signer: _____

Title: _____

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

State of North Carolina

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 the claimant's own applicable claim-of-lien-on-real-property and claim-of-lien-upon-funds rights arising from the above-described private project 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.

North Carolina scope notice: This payment-stage document releases only the signer's own applicable real-property-lien and lien-upon-funds rights under Chapter 44A for the signing claimant's paid project work furnished on or before signing, subject to the claimant's stated exceptions. It does not purport to waive another claimant's independent rights. Any effect on derivative or subrogated rights is governed by Chapter 44A. It does not release a payment-bond or public-work claim, contract debt, or an already-filed lien.

Exceptions (if any): _____

Signature: _____ Date: _____

Printed Name of Authorized Signer: _____

Title: _____