

The Tulalip Tribes of Washington  
QCV – RETAIL CENTER

**INTERIM WAIVER AND RELEASE OF CLAIMS**

TO THE TULALIP TRIBES OF WASHINGTON (“OWNER”):

\_\_\_\_\_ (the “Releasing Party”) has furnished labor or services, or supplied materials or equipment (collectively, the “Work”) for construction on the **QCV – Retail Center, Bid Package #002 – Clean Certain CMU Walls and All Concrete Walkways** (the “Project”), located at the QCV – Retail Center, 8825 34<sup>th</sup> Ave. NE, Tulalip, WA 98271.

Upon receipt of payment by the Releasing Party of \$ \_\_\_\_\_, whether in cash, by check or by joint check, the Releasing Party represents and certifies to Owner that: (i) Releasing Party and all of its subcontractors are in compliance with the terms of their respective contracts; (ii) all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application for Payment and there is no known basis for the filing of any claim in respect of the Work except for (a) any claim that the Releasing Party has previously provided written notice to Owner about such claim, and (b) amounts owed to Releasing Party and/or any subcontractor or supplier that are considered Cost of the Work but have been withheld by the Owner; and (iii) waivers and releases from all Subcontractors and/or Suppliers being billed under a Releasing Party Subcontract Agreement or Purchase Agreement have been obtained in form substantially similar hereto as to constitute an effective waiver and release of all known claims. Notwithstanding the foregoing, this Interim Waiver and Release of Claims shall not apply to any amounts owed for Work which has been provided to the Project during a billing period prior to the date hereof where Releasing Party and/or any subcontractor or supplier has not yet requested reimbursement for the cost of the Work provided to the Project.

If any claim covered by this Interim Waiver and Release of Claims is made or filed by the Releasing Party or any of its lower tier consultants, subcontractors, suppliers, vendors or materialmen at any tier against or with respect to Owner or the Project then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such claim and (2) shall indemnify, defend and hold harmless Owner and the Project from and against any and all costs, damages, expenses, court costs and attorney fees arising from such claim or any litigation resulting from such claim.

\_\_\_\_\_  
(the Releasing Party)

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

[Notary Seal]

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_