

**PARTIAL WAIVER AND SUBORDINATION OF LIEN**  
**Mass. G. L. c. 254, Section 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:<br>(line 1 plus line 2) | \$ _____ |
| 4. Completed to Date:                                | \$ _____ |
| 5. Less Retainage:                                   | \$ _____ |
| 6. Total Payable to Date:<br>(line 4 less line 5)    | \$ _____ |
| 7. Less Previous Payments:                           | \$ _____ |
| 8. Current Amount Due:<br>(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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Contractor)  
By \_\_\_\_\_  
Its \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, SS

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the foregoing document, and acknowledged to me that \_\_\_\_\_(he/she) signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
Print Name: