



CONTRACTOR RELEASE AND WAIVER OF LIENS AND CLAIMS

The undersigned is a Contractor (“Contractor”) for the Project known as _____,
further described as Location:_____.

Pursuant to the terms of the Project contract between Contractor and Union Pacific, Contractor represent and warrant the following in consideration for the payment amount of _____ for Work performed through _____.

Contractor does hereby waive and release any rights to file a mechanic’s or materialman’s lien against the above-described Project, and any improvements and/or real estate relating to the Project, under applicable law for any labor, services and/or materials provided to the above-described Project as of the date of this agreement. Further, Contractor has notified all of its subcontractors and suppliers of the contractual requirement that all suppliers or subcontractors waive all liens and claims. Contractor has received and submitted to Union Pacific executed Subcontractor Release and Waiver of Liens and Claims for each of its subcontractors and suppliers in the form specified in the Project contract.

Contractor does hereby release and shall indemnify Union Pacific Railroad Company and its successors, predecessors, affiliates, officers, agents, shareholders, employees, insurers, sureties, lenders and assigns from any and all claims, liabilities, obligations, actions and causes of action relating to or arising from the services, labor and/or materials to the above-described Project.

Further, Contractor warrants that all laborers and/or sub-contractors employed by its organization who provided any labor or services to the above-described Project have been, or will be, paid in full and that no such laborers and/or sub-subcontractors shall have any claim, demand or lien against said Project. Contractor further warrants that all suppliers subcontractors who have provided any materials, machinery or fixtures to the Contractor in connection with any services or labor provided to the above-described Project will be paid in full and that no such suppliers or subcontractors shall have any claim, demand or lien against the above-described Project.

Executed this ____ day of _____ 20__.

BY: _____

Signature _____

Printed Name _____

Title _____