

Project Name: Landscape Maintenance Services

-KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Name ("Contractor"), having its principal offices at **Address**, and **Denver Transit Operators, LLC** (hereafter referred to as "Company") have heretofore entered into a certain contract, ("Contract") dated **XXX xxth, 2021** relating to the furnishing of materials, labor and/or equipment for construction or services of **Landscape Maintenance Services** in connection with a certain contract performed by Company for **RTD** ("Owner") for Owner's **Eagle Project** ("Project") located at **Denver, CO**.

NOW, THEREFORE upon actual receipt by Contractor of payment from Company in the sum of USD \$____ (total amount) to Contractor, which sum represents the full amount due Contractor as of Release Date, less and except that retention in the amount of **Zero Dollars (\$0)** still being withheld by Company all under and pursuant to the Contract, this document shall become effective to release pro tanto any mechanic's lien, stop notice or bond right that Contractor has on the Project as of the Release Date. Contractor does hereby and thereby:

1. Certify to Company and Owner that all persons, firms, associations, corporations, or other entities furnishing labor, materials, equipment, supplies or services to Contractor or Owner with respect to the Contract have been paid in full as of Release Date, including any and all applicable federal, state and local sales, use, excise or similar taxes or import duties, licenses and royalties, except the following (none, unless noted):

(Attach additional page, if necessary, and so note), and

2. Release and waive any and all manner of liens, whatsoever which Contractor, its successors or assigns may have upon any portion of the lands of Owner or the buildings thereon standing, or any personal or intangible property of Owner, for labor, material, equipment or services furnished under the Contract, as of Release Date, and

3. Further remise, release and forever discharge Company and/or Owner, their affiliates, successors and assigns of and from any and all manner of liens, claims, demands, and causes of action whatsoever against Company and/or Owner which Contractor, its successors or assigns may have for, upon or by reason of any matter, cause or thing whatsoever arising under or out of the Contract, as of Release Date, except the following (none, unless noted):

(Attach additional page, if necessary, and so note), and

4. Agree to indemnify and hold harmless Company and/or Owner, their successors or assigns, against all loss, cost, damage or expense (including, but not limited to attorneys' fees) by reason of any and all manner of liens, claims or demands which anyone may have for labor performed, or for materials, equipment or services furnished under the Contract, as of Release Date, except the following (none, unless noted).

IN WITNESS WHEREOF, Contractor has duly caused these presents to be signed and attested by its duly authorized owner, partner or officer (and if a corporation, its corporate seal to be hereunto affixed) on the _____ day of _____, 20__ ("Release Date").

NAME

By _____

Title _____

NOTARY PUBLIC

On the__ day of _____, 20__, before me, the undersigned, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public