

CONTRACTOR FINAL RELEASE OF LIENS AND CLAIMS AND FINAL PAYMENT

Reference is made to the Agreement, together with all alterations and Work orders thereunder between **DuPont Specialty Products USA, LLC** ("DuPont") and _____ (Contractor), hired as General Contractor by DuPont identified as DuPont's Agreement Order No. _____, relative to Work performed at _____.
(Project Site)

In connection with said Agreement, Contractor warrants that there are no amounts owed by it or by any of its lower tier subcontractors/suppliers, which could become the basis for a any kind of lien, including, but not limited to, mechanic's lien, materialman's lien, construction lien or other lien rights against any interest of DuPont's property, or any lawsuit against DuPont.

Further, in consideration of the receipt by Contractor from DuPont of the final sum of \$ _____ due Contractor, including any applicable retainage, and other good and valuable consideration, Contractor hereby waives, remises, releases and forever discharges DuPont from, and agrees to indemnify and hold DuPont harmless against, any liens, claims, demands, suits, debts, accounts, damages, demands and causes of action of whatsoever nature, in law or equity, arising out of said Agreement as stated below.

As a further inducement to DuPont making the requested final payment to the Contractor the undersigned further represents and warrants the following:

- (a) the Contractor has not assigned any claim or lien right against DuPont or any interest in its property to any other person or entity, and
- (b) no security interest has been given or executed by the Contractor in connection with any materials or equipment placed upon or installed in the Project.

The Contractor further agrees, to the fullest extent of the law to, indemnify and hold harmless DuPont, and each of its businesses, affiliates, trading partners, subsidiaries, and all of their employees, directors, and the like, (hereinafter, collectively called "Indemnitees"), from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorney's fees and court costs, arising out of or in connection with claims against DuPont, which arise out of the performance of the Work under the Agreement and which may be asserted by the Contractor or any of its lower tier subcontractors/suppliers, or any of their representatives, officers, agents or employees.

IN WITNESS WHEREOF, the Contractor has duly sealed and executed this Final Release this ____ day of _____, 20__.

Witness: Attest

Contractor (Seal): (Corporate Seal)
Company name:

By: _____

By: _____

Title: _____

Title: _____

Date signed: _____

Date signed: _____

Notary Public

Subscribed and sworn before the undersigned, a Notary Public for the State of _____, in
said person, this _____ day of _____, 20__.

SEAL

Notary Public

My Commission Expires: _____