



NEW JERSEY TURNPIKE AUTHORITY

RELEASE OF LIENS FOR MATERIAL ON HAND FOR INCORPORATION IN THE NEW JERSEY TURNPIKE AUTHORITY'S CONTRACT

NOTE: EXECUTE IN TRIPLICATE

WHEREAS, _____, hereinafter referred to as the "Contractor", is engaged in the performance of a certain construction contract with the New Jersey Turnpike Authority, hereinafter referred to as the "Authority", designated as

(CONTRACT)

WHEREAS, the Contractor has purchased from _____ hereinafter referred to as the "Vendor", for incorporation in said Contract in accordance with the Plans and Specifications, and has stockpiled or stored certain materials at the contract site, or at a place and in a manner approved by the Engineer, namely the following materials:

DESCRIPTION of materials and quantities

and,

WHEREAS, to comply with the provisions of Subsection 105.15 of the Specifications, requiring release of liens to the materials hereinabove described before the Authority can pay the Contractor for the actual cost thereof.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Contractor and the Vendor agree, with the intention of being legally bound hereby, as follows:

1. The Vendor has executed this document for the purpose of acknowledging that the Vendor has made an outright sale and transfer of title of the above-described materials lawfully owned by the Vendor to the Contractor free of all restrictions, Uniform Commercial Code or other filings, or liens, and does not have any interest of any kind in the said products, has the right to make such transfer of title, and will not in the future make any claim whatsoever to such title.

2. The Contractor certified and represents that he is the lawful holder of the absolute legal Title to the above-described materials and has the full legal right, power, and authority to sell and transfer title to the same without restriction, Uniform Commercial Code or other fillings, or liens of any kind on the part of the Vendor and/or any Subcontractor.

3. The Contractor and/or any Subcontractor and the Vendor, their successor and assigns, will and do by these presents, warrant the title to the above-described materials to the Authority.

4. In the event the Vendor has furnished or sold the above-described materials, or Transferred title of such materials to a Subcontractor of the Contractor rather than directly to the Contractor, this release of encumbrances on title is hereby amended at all applicable points to reflect this fact. By the execution of this release by any such Subcontractor, such Subcontractor is executing this document for the purpose of acknowledging that such Subcontractor has made to the Contractor an outright sale and transfer of all title which it may have to the above-described materials as it may be lawfully owned by the Subcontractor free of all restrictions, Uniformed Commercial Code or other filings, or liens, and does not have any interest of any kind in the said products, has the right to make such transfer of title, and will not in the future make any claim whatsoever to such title.

IN WITNESS WHEREOF, the parties hereto have caused this release of liens to be executed this _____ day of _____, 20____

ATTEST/WITNESSED:

CONTRACTOR

Secretary/Witness

By _____
Title _____

ATTEST/WITNESSED:

SUBCONTRACTOR

Secretary/Witness

By _____
Title _____

ATTEST/WITNESSED:

VENDOR

Secretary/Witness

By _____
Title _____