

RELEASE AND WAIVER OF CLAIMS

This Release and Waiver of Claims ("Release") is given by XYZ ("XYZ") for the benefit of WOOD CONNECTION, INC. ("WCI") pertaining to millwork to be provided by WCI to XYZ pursuant to Subcontract Agreement entered on XX,XX,XXX ("Work Authorization") on construction project XXX, located at 123 Any Street, Any Town, CA 1234 ("Project"). This Release is intended to modify and hereafter govern the rights, duties, and responsibilities of XYZ and WCI on the Project and as an inducement for WCI to proceed with their scope of work despite noncompliance with the Specifications as set forth herein.

- 1.0 This Release is made and given with reference to the following facts:
 - a. On XX-xx-xxx, Contractor XYZ entered into a Subcontract Agreement with WCI pertaining to millwork to be provided by WCI to XYZ on the Project, owned by ABC.
 - b. The Work Authorization expressly incorporated the "Contract Documents," as defined therein, including but not limited to the Specifications. Said Work Authorization also expressly provides that WCI report to XYZ any site conditions not in accordance with the plans and specifications.
 - c. The Specifications expressly set forth conditions under which interior architectural woodwork is to be delivered, stored, and handled, specifically sections 1.7 DELIVERY, STORAGE, AND HANDLING and 1.8 FIELD CONDITIONS.
 - d. The Field Conditions (Section 1.8) specifically set forth Environmental Limitations, as follows: "Do not deliver or install cabinetwork (sic) until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F and relative humidity between 43 and 70 percent during the remainder of the construction period."
 - e. It is understood, acknowledged, and agreed that millwork is environmentally sensitive and the failure to strictly adhere to the Specifications prior to installation poses an increased risk of damage to same which WCI cannot, in the exercise of reasonable care, control.
 - f. XYZ desires to have WCI commence installation despite non-compliance with Environmental Limitations as set forth in Section 1.8.

- 1.1 Inasmuch as XYZ requires that WCI proceed with their scope of work pursuant to the Work Authorization, despite non-compliance with the Specifications pertaining to millwork, XYZ agrees to release WCI from any and all liability, claims, differences, disputes, costs, and/or expenses related to damage to, destruction of, and/or problems with the millwork attributable to improper relative humidity exposure during site storage and installation as set forth more fully herein.

- 1.2 XYZ understands, acknowledges, and agrees, that this Release is intended to and does modify the terms of the Work Authorization and Certificate of Insurance as a result of which XYZ expressly waives any responsibility of WCI or its insurer to defend and/or indemnify XYZ for any and all claims pertaining to damages to or problems with the millwork related to improper relative humidity exposure during site storage and installation.
- 2.0 XYZ understands, acknowledges, and agrees, that WCI agrees to undertake their scope of work, notwithstanding the non-compliance with the Specifications mandated by the Contract Documents, in sole reliance upon and subject to XYZ's execution of this Release whereby XYZ expressly agrees to release WCI and its insurer of any and all claims pertaining to damage to, destruction of, and/or problems with the millwork as a result of improper relative humidity exposure during site storage and installation on the Project.
- 2.1 In consideration for WCI's agreement to complete their scope of work on the Project, XYZ hereby agrees for themselves, their business associates, partners, beneficiaries, agents, affiliates, heirs, successors, predecessors, and assigns, to hereby release, acquit and forever discharge WCI and their business associates, partners, beneficiaries, agents, affiliates, insurers, heirs, successors, predecessors, and assigns from any and all claims, demands, causes of action, obligations, duties, controversies, promises, liabilities, debts, losses, damages, costs and/or expenses of any and every kind, nature, and character whatsoever, whether known or unknown, suspected or claimed, which they ever had, now have, or may claim to have against WCI by reason of non-compliance with the Specifications, including, without limitation damage to, destruction of, and/or problems with the millwork as a result of improper relative humidity exposure during site storage and installation on the Project.
- 2.2 XYZ hereby expressly understands and agrees that this Release forever forecloses further actions, claims, and/or demands for recovery from WCI and/or its insurer relating to alleged liability for and/or damages attributable to the scope of work undertaken by WCI on the Project despite non-compliance with the Specifications, including, without limitation damage to, destruction of, and/or problems with the millwork as a result of improper relative humidity exposure during site storage and installation on the Project.
- 2.3 It is further understood, acknowledged, and agreed that should XYZ hereafter commence, join in, or in any manner asserts any individual claim, demand, or lawsuit against WCI, or its insurer, contrary to the releases made herein, then the party who commenced, joined in or asserted said suit or claim shall pay to the other, in addition to any other damages caused to the other thereby, all

costs and expenses, including those of experts, as well as attorney's fees incurred in defending or otherwise responding to said suit, demand, or claim and that this Release can be asserted as an absolute defense to such suit, demand, or claim.

2.4 XYZ hereby expressly agrees to indemnify and defend WCI from and against any claims, demands, or lawsuits brought by any person or entity claiming alleged damages attributable to the scope of work undertaken by WCI on the Project despite non-compliance with the Specifications, including, without limitation damage to, destruction of, and/or problems with the millwork as a result of improper relative humidity exposure during site storage and installation on the Project.

2.5 XYZ understands, acknowledges, and agrees that the failure to adhere to the Specifications pertaining to millwork supplied by WCI to the Project, including, without limitation conditions which will or may cause damage to, destruction of, and/or problems with the millwork as a result of improper relative humidity exposure during site storage and installation on the Project will void the warranty.

3.0 XYZ represents and warrants that they have the legal authority to enter this Release and to be bound thereby and that the person signing is so authorized and understand and acknowledge that this Release shall be binding on said entity as well as its business associates, partners, beneficiaries, agents, affiliates, heirs, successors, predecessors, and assigns.

IN WITNESS WHEREOF, XYZ hereby causes this Release to be executed in favor of WCI, intending to be bound thereby.

XYZ CONSTRUCTION

Dated: _____

By: _____

Print Name, Title