

(Contractor Signs)

Account #: _____

Date of Loss: _____

Affidavit of Bills Paid and Release of Liens by Contractor

Conditional upon Final Payment

The undersigned ("Contractor"), having furnished materials and/or performed labor in connection with the construction (the "Project") of certain improvements located at _____ in _____ County, _____ State (the "Property"), the Property being further described on Exhibit "A" attached hereto, for and in consideration of the payment to the Contractor of the sum hereinafter specified, does hereby acknowledge and release as follows:

Upon receipt of the sum of _____ Dollars (\$ _____), being full and final payment for all materials furnished and/or labor performed by Contractor for the Project (the "Work"); this excludes the sum of _____ Dollars (\$ _____) which is already considered paid.

1. Contractor will waive and release any and all liens, rights and interests (whether choate or inchoate, and including, without limitation, all mechanics' and materialmen's liens under the Constitution and statutes of the "Property" state) which are or may be owed, claimed or held by Contractor in and to the Property and the improvements constructed thereon by reason of the Work or otherwise, and Contractor will thereby RELEASE AND FOREVER DISCHARGE any and all claims, debts, demands or causes of action that Contractor has or may have as a result of the same including, without limitation, any liens of Contractor for the Work now or hereafter filed for record in said County.
2. Contractor represents, warrants and certifies that all bills owed by Contractor for materials furnished and labor performed in connection with the Work have been or will be fully paid and satisfied. If for any reason a lien or liens are filed for materials or labor against the Property by virtue of Contractor's participation in the Project by any person claiming by, through or under the Contractor, then Contractor will immediately obtain a settlement of such lien or liens and obtain and furnish to the owners of the Property a release thereof. Contractor shall indemnify such owners and their respective heirs, successors and assigns from any such bill or liens and from all costs and expenses, including attorney's fees, incurred in discharging any such bill or removing any such liens.

Date

Contractor Signature

Title

Contractor Name

Company Name (Printed)

State _____ County _____

Sworn to and Subscribed before me this _____ day of _____, 20____.

Notary Signature _____

Notary Public in and for the State of _____

My Commission Expires: _____