

# FINAL WAIVER OF LIEN

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

## TO WHOM IT MAY CONCERN:

**Whereas** the undersigned has been employed by \_\_\_\_\_ ( *insert Contractor's name* ) to furnish \_\_\_\_\_ ( *insert labor and/or material and description* ) for the premises known as \_\_\_\_\_ ( *name of project* ) of which \_\_\_\_\_ ( *insert Owner's name* ) is the owner.

THE undersigned, for and in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_ ) Dollars, and for good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of \_\_\_\_\_, relating to mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished at any time, hereafter, by the undersigned for the above described premises.

Given under my hand and seal this \_\_\_\_\_ Day of \_\_\_\_\_, 2003

Signature and Seal: \_\_\_\_\_

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate names should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for partnership, the partnership name should be signed, partner should sign and designate himself as partner.

## CONTRACTOR'S AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

## TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is \_\_\_\_\_ ( *Authorized Agent* ) of the \_\_\_\_\_ ( *Name of the Company/Individual* ) who is the contractor for the \_\_\_\_\_ work on the building located at \_\_\_\_\_ owned by \_\_\_\_\_.

That the total amount of the contract including extras is \$ \_\_\_\_\_ on which he has received a payment of \$ \_\_\_\_\_ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

| NAME                                 | WHAT FOR | CONTRACT | PAID | PAYMENT | BALANCE |
|--------------------------------------|----------|----------|------|---------|---------|
|                                      |          |          |      |         |         |
|                                      |          |          |      |         |         |
|                                      |          |          |      |         |         |
|                                      |          |          |      |         |         |
|                                      |          |          |      |         |         |
| Total labor and material to complete |          |          |      |         |         |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Signature: \_\_\_\_\_