

EXHIBIT “ \_\_\_ ”

Subcontract No.: \_\_\_\_\_

**SUBCONTRACTOR'S AFFIDAVIT AND WAIVER  
OF LIENS AND CLAIMS**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit: \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says: that he makes this Affidavit on behalf of: \_\_\_\_\_ (the Subcontractor), who entered into a contract with **Emerson Construction Company, Inc.** (the Contractor) to furnish labor, materials and construction services for the construction of [PROJECT NAME] for [Owner's Name] (the Owner), said construction hereinafter referred to as "Project"; that, excluding the amount billed herewith, the said Subcontractor has received full payment for all labor, materials and services provided and committed for under the aforementioned contract **up to and including the date of this Affidavit**; that all of the subcontractors, laborers and materialmen with whom or with which said Subcontractor has contracted for services, labor or materials in the construction, alteration or repair of any improvements located on the above described premises have been fully paid for all labor, materials and services provided and committed for as of the date of this Affidavit, that the undersigned has no notice of any claim, demand, lien or right of lien of such subcontractors, laborers, or materialmen, against the above described premises; that all indebtedness of the Subcontractor to said subcontractors, and all indebtedness of said subcontractors to their subcontractors, laborers and materialmen, up to and including the date of this Affidavit have been fully discharged; and that the foregoing statements are true and correct to the best of the undersigned's knowledge, information and belief.

Furthermore, in consideration of payments previously received on said Project and other good and valuable considerations paid to the undersigned, receipt of which is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all claims, liens, claims and rights to liens which the undersigned now has against the above described premises, any improvements located thereon, or any payment bond posted by Contractor, for all labor (including general supervision) performed on, and materials furnished to, the above described premises up to and including the date of this Affidavit. The undersigned acknowledges that all payments heretofore received on account of the above referenced contract have been and are accepted in full satisfaction of any claims, liens, or rights to liens waived hereunder irrespective of the form or forms of such payment.

Furthermore, the Subcontractor agrees to save, protect and hold harmless the Owner, Contractor and Contractor's surety, if any, their successors and assigns, against any liability for costs and expenses (including attorneys' fees) growing out of or arising from or suffered by any of them on account of claims made for items herein represented as being paid and discharged.

\_\_\_\_\_  
(Subcontractor)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before the undersigned, a Notary Public of the State of \_\_\_\_\_, in and for the County aforesaid, personally appeared \_\_\_\_\_ and, after first being duly sworn acknowledged the foregoing Affidavit and Waiver of Lien to be his act and that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Personalized Seal)

Notary Public's Signature: \_\_\_\_\_

Notary Public's Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_