

LIEN WAIVER AFFIDAVIT

WHEREAS, _____ (“Subcontractor”) has been heretofore employed by DeWees Construction, Inc. (“Contractor”) to furnish certain material, supplies, equipment or labor for or in connection with improvements owned by _____ (“Owner”) and located at _____ (hereinafter collectively referred to as the “Premises”); and

WHEREAS, the undersigned is duly authorized to execute this Partial / Final Waiver of Lien for and on behalf of the Supplier:

NOW, THEREFORE, the Supplier, for and in consideration of the receipt of _____ Dollars (\$ _____) hereby waives, and releases the Owner of the Premises and the Contractor from any and all liens, rights of lien or claims of whatsoever kind or character on or against the Premises or the improvements located thereon on account of any and all labor, supplies, equipment or material furnished for, in connection with or incorporated in the Premises by the Subcontractor on or before the date hereof. The Waiver of Lien is given in order to induce the Contractor to pay the amount indicated above, and upon receipt of such amount by the Subcontractor, this release may be recorded, become valid, enforceable and of full effect.

Subcontractor further represents as follows:

1. That all persons who furnished labor, supplies, equipment or materials to the Subcontractor for use on this project as of this date have been paid in full.
2. That proof of payment is submitted herewith;
3. That no person has any right to a lien or claim on account of any labor, supplies, materials or equipment furnished by, to or through the Subcontractor for use on this project as of this date; and
4. That Subcontractor shall apply the very monies received herewith to pay for all labor, supplies, equipment or materials furnished to Subcontractor on this project from the date of any previous disbursement to the date hereof.

Subcontractor further agrees to indemnify, defend and hold the Owner and the Contractor harmless from and against any and all claims or liens for any labor, material or services furnished for or in connection with or incorporated on the Premises by, through or to the Subcontractor prior to the date hereof.

BY: _____

DATED _____ TITLE: _____

STATE OF _____

COUNTY OF _____

Before me, a Notary Public in and for said County and State, personally appeared _____ who acknowledged the execution of the foregoing Waiver of Lien, and who, having been sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 20_____.

_____ My commission expires _____

Notary Public Name

Printed: _____ County of Residence: _____