

**SUBCONTRACTORS  
AFFIDAVIT AND FINAL WAIVER OF LIEN**

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

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

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: **J. Musselman Construction, Inc.**

SUBCONTRACTOR: \_\_\_\_\_

The undersigned, being first duly sworn, upon his oath does hereby certify and say:

1. That (s)he, being duly authorized to do so, does hereby make this Affidavit and Waiver of Lien on behalf of \_\_\_\_\_ who/which is a Subcontractor on the above described project.
2. That this Affidavit and Waiver of Lien is made for the purpose of inducing the General Contractor to make final payment to the Subcontractor under the subcontract.
3. That all of the Subcontractors workmen and laborers have been paid in full for all work performed by them on the project
4. That all of the Subcontractors' subcontractors and material suppliers on the project have been paid in full for all work and materials furnished by them and included in any requisition for payment previously submitted by the Subcontractor to General Contractor on this project.
5. That the following is a true and complete list of the names, addresses, and telephone numbers of all the Subcontractors' subcontractors and material suppliers on this project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. That the Subcontractor has paid in full all amounts owed by the Subcontractor up to the date of this Affidavit and Waiver of Lien for all federal, state and local taxes including excise, with holding and FICA, state and/or local income, use and sales taxes and that, if necessary, a proper reserve has been set up for their future payment.
7. That Subcontractor has complied with the requirements of the Federal Wage and Hour Law and all state and federal laws.
8. That all of the Subcontractors work is of good quality, free from improper workmanship and defective materials and in total conformance with the plans and specifications and in accordance with all authorities having jurisdiction over said work.
9. That the Subcontractor will correct all work found to be defective in materials and/or workmanship within a period of one (1) full year from the latter of the date of this Affidavit and Waiver of Lien or the date of the issuance of a substantial completion certificate, or for such longer period of time as may be required by law or as may be set forth with respect to specific warranties contained in the contract documents.

10. The undersigned acknowledges that the General Contractor will reply upon the truth of this Affidavit and Waiver of Lien in making final payment to the Subcontractor.
11. Final payment in the amount of \$\_\_\_\_\_ is the full amount remaining to be paid under the subcontract. The undersigned acknowledges that previous payments in the amount of \$\_\_\_\_\_ have been received by the Subcontractor.
12. Upon negotiation of General Contractor's check in the amount as noted above, the Subcontractor waives, releases and forever discharges all mechanic's lien rights or claims which it/he may have against the owner of the property upon which the project is situate, the project, the General contractor, or a surety of the General Contractor, for all work performed and materials furnished by the Subcontractor on said project.

IN WITNESS WHEREOF, this Affidavit and Final Waiver of Lien has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Notary Public  
 Expiration Date\_\_\_\_\_

Sworn to and subscribed before me  
 this \_\_\_\_\_ day of  
 \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
 Company name  
 By: \_\_\_\_\_

\_\_\_\_\_  
 Title of Officer    Date