

PURCHASE ORDER SUBCONTRACT AGREEMENT

Date: _____

Project: _____

Owner: _____

Dear _____,

JBrennon Construction, Inc. ("Contractor") would like _____ ("Subcontractor") to perform certain construction services for the above identified Project in accordance with the scope of work as set forth below ("Work"). In absence of a signed Subcontractor Agreement also known as the General Terms & Conditions Contract, Contractor will rely upon its Policies and Procedures (in brief) to govern the execution of this work order and performance of Subcontractor work. This work order and any specific provisions within it supersedes any Subcontractor proposal unless expressly stated otherwise. This purchase order will be executed according to the terms and conditions set forth in the Scope of Work below.

The Work must be completed in accordance with the following Project Schedule and or at Direction of Contractor/Superintendent:

Compensation:

The Contractor shall pay the Subcontractor, subject to the terms of this Purchase Order, the liquidated sum of (\$) _____) inclusive of any and all Reimbursable Expenses.

Scope of Work:

The following Work is required to be performed pursuant to this Purchase Order:

CONTRACTOR

SUBCONTRACTOR

By: _____

By: _____

Name:

Name:

Title:

Company:

Title:

Purchase Order Subcontract Agreement

1. Indemnification and Subcontractor's Liability

Subcontractor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of the entirety of the Work by Owner. In the event of any loss, damage or destruction thereof from any cause, Subcontractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's cost, subject only to the extent that any net proceeds are payable under any builder's risk property insurance that may be maintained by Owner or Contractor, if any.

To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Contractor, Owner and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Subcontractor's Work under the Purchase Order, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Subcontractor or any entity for which it is legally responsible or vicariously liable: regardless of whether the claim is presented by the Subcontractor's employee, his/her spouse, legal or domestic partner under applicable state law and/or dependents of the Subcontractor's employee. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Subcontractor or the rights of the Contractor contained in this Subcontract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any workers' compensation acts, disability benefits acts or other employee benefits acts and includes any loss or injury suffered by an employee of the Subcontractor or any others who claim to have directly or derivatively sustained injury or damages due to the injury sustained by the Subcontractor's employee. This indemnification shall be in addition to any indemnity liability imposed by the Contract Documents, and shall survive the completion of the Work or the termination of the Subcontract.

2. Subcontractor's Insurance

Prior to commencing the Work, Subcontractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Purchase Order, insurance coverage required by the Contract Documents and this Subcontract. At a minimum, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to Contractor as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business and issue the requisite line of insurance in the state where the project is located.

This insurance will provide a defense and indemnify the Contractor, but only to the extent attributable to the negligence of the Subcontractor or any entity for which it is legally responsible or vicariously liable.

Proof of this insurance shall be provided to the Contractor before the Work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's Work, the Subcontractor shall require the other Sub-Subcontractors, prior to the commencement of the Work, to furnish evidence of equivalent insurance coverage that includes in all respects the same terms and conditions as set forth herein. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this Purchase Order Agreement deny coverage to the Owner, Contractor or the Subcontractor, the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify the Owner and Contractor at the Subcontractor's or Sub-Subcontractor's expense.

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$2,000,000 General Aggregate per Project

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000 Combined Single Limit per accident

Workers' Compensation and Employers' Liability Insurance (at the limit chosen in the drop down box below)

\$500,000 Each Accident; \$500,000 Each Employee for Injury by Disease; \$500,000 Aggregate for Injury by Disease

Excess or Umbrella Liability (to overlay Employer's Liability, Automobile Liability and Commercial General Liability coverages at the limit chosen in the drop down box below).

\$1,000,000 Occurrence /aggregate

The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds on the Business or Commercial Automobile Liability Policy and for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy. The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later.

It is expressly understood by the parties to this Subcontract that it is the intent of the parties that any insurance obtained by the Contractor shall be deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, or any of their respective consultants, officers, agents, Sub-subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella Liability and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Certificate shall provide for thirty (30) days' advance notice to Contractor of the cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the Contractor upon request.

3. Safety & Clean-up

The Contractor makes no representation with respect to the physical conditions or safety of any Project Site. The Subcontractor or Sub-Subcontractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Subcontractor or Sub-Subcontractor, and Subcontractor or Sub-Subcontractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by Contractor during the progress of the Work. Subcontractor or the Sub-Subcontractor shall clean up the areas used by it or its Work on a daily basis in a manner that will not impede either the progress of the Project or of other trades.

Policies and Procedures (in brief)

Initial each block and sign below



I, _____, undersigned Subcontractor representing my company, affiliates, employees, and other sub-subcontractors, materialmen, and staff on and off-site shall provide and abide by the following terms and conditions while contracted with and or performing work under the purview and direction of, and or monetary compensation by, JBrennon Construction, Inc., hereafter referred to as Contractor:

Administration

- Sign the terms and conditions of Contractor's Subcontractor Purchase Order and or Work Order Authorization
- Agree to abide by the Purchase Order Agreement or Work Order Authorization terms and conditions
- Provide a valid e-mail address, contact numbers, and mailing addresses for company and or individual(s)
- Provide digital copies of all documents requested by Contractor unless original(s) are specified by Contractor
- Provide a valid Certificate of Insurance (COI) indicating General Liability, Workers' Compensation, and Automobile coverage
- Agree to pay any penalties/premiums by auto-deduct from final invoice to Contractor if appropriate and valid COI is not submitted as stated above
- Provide a completed, signed and dated, Internal Revenue Service Form W-9
- Sign Contractor's and or Owner's standard, one (1) year warranty terms and conditions agreement
- Send all paperwork to org@jbrennon.com and "CC" bsmith@jbrennon.com
- Respond to any requests for information by Contractor in a timely manner, no less than a 24 hour period--Answer and return calls
- Agree to pay any legal fees associated with issuance of letters by Contractor's attorney for breach of contract or violation of any terms and conditions stated herein or otherwise specified by the Contract documents. Legal fees shall be deducted from the final invoice due without discussion.

Invoicing & Payment(s)

- Provide a computer-generated or signed, hand-written invoice with Contractor's job number and name, itemized material and labor charges, date of invoice and invoice due date
- Provide a signed, notarized affidavit (Conditional Progress and or Conditional Final Lien Waiver) for each invoice issued--Payment will not be issued otherwise
- Accept ACH (direct deposit) payments (1-3 day processing time) from Contractor. We mail checks ONLY by exception
- Agree to deduct any canceled check fees from final invoice to Contractor as a result of delayed or lost checks mailed by Contractor's bank
- Agree to deduct any priority shipping fees from final invoice to Contractor as a result of expedited postal payments
- Provide a written change order for any scope, price, or time changes to the subcontract. Invoices submitted without a change order are subject to disapproval
- Agree to retainage held by Contractor of 10% subcontract value until final payment received by Contractor from Owner
- Agree to Contractor's "pay when paid" policy unless otherwise agreed upon and stated specifically in Subcontractor Work order or Purchase Order
- Agree to provide a final affidavit and waiver of lien after final payment has been received. by Contractor. Failure to do so within 5 days of request may result in civil penalties and or legal action taken by Contractor, Owner and or Property Manager/Owner.

Conduct

- Read and understand Contractor's Expectations and Values Statement
- Respect Contractor's job site, other Subcontractors and tradesmen, their material, tools, completed work, equipment, and property - Maintain job site cleanliness at all times. Dispose of all trash; clean up; and, store all materials in an orderly fashion, DAILY.
- No smoking is permitted inside enclosed job site areas or at the front of a job site building. All butts shall be cleaned up, DAILY.
- Maintain job site professionalism in appearance, language, and behavior
- Abide by all OSHA rules and regulations
- Wear hard hats and other personal protective equipment on the job site, when required
- Safety vests shall be worn at all times when performing work outside around pedestrians and motorists

Execution

- Provide updates as required to Contractor utilizing e-mail, text, and phone as well as photographic evidence
- Maintain job time line in accordance with Contractor stipulations referenced in contract and or provided by Contractor and or Superintendent, verbally.
- Coordinate inspections with the local Inspectors and Fire Marshals, as required
- Punch out the job before submitting your final invoice to Contractor--do not submit invoices if your work is incomplete
- Be on-site, on-time and when required unless otherwise coordinated with Contractor and or other Subcontractors
- Provide on-site individual designated as Subcontractor supervisor / foreman to liaise with Contractor

Name:

Signature: _____

Date:

Digital Signature

Subcontractor Warranty Form



PROJECT NUMBER:

PROJECT NAME:

LOCATION:

OWNER:

We, _____, designated as Subcontractor for JBrennon Construction, Inc., for work at the above referenced project per our contract agreement, do hereby warrant that all labor and materials furnished and work performed are in accordance with the contract documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year from date of Subcontractor final completion and expires one year from that date of final completion.

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect, including adjacent work displaced, shall be made good by the undersigned at no expense to JBrennon Construction, Inc. or the Owner.

Written notice of defective work will be given to the Subcontractor. Should this Subcontractor fail to correct defective work within a reasonable time after receiving written notice, the Contractor and or Owner may, at his or their option, correct defects and charge the Subcontractor costs for such correction. Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

_____(signature)

Print Name:

Title:

Date:

Digital Signature Accepted

ACH Authorization Form

Complete all fields below



Company Name (if applicable):

Last Name: First Name: MI:

Phone (mobile preferred):

Personal/Business Address: Street: City: State: Zip:

FINANCIAL INSTITUTION / BANKING DETAILS

Financial Institution Name:

***Some banks utilize unique routing numbers for ACH and Wire transfers. If unsure, check with your bank before submitting this form ***

Phone: Checking Savings

Routing No: Account No:

I, (insert name), authorize JBrennon Construction, Inc. to make ACH payments to my financial institution designated by its routing and account numbers specified above. By signing this form, I agree I will not hold JBrennon Construction, Inc. responsible for delays in receipt of funds caused by my provision of inaccurate bank routing and account numbers on this form or any funds held by my financial institution on money transferred by JBrennon Construction, Inc. I also acknowledge that payments may take between one and three (1-3) days to post to my account and that JBrennon Construction, Inc. will provide proof of payment via its bank's online ACH transfer confirmation page on the date of transfer. I agree that in the event payment is delayed, e.g. funds allocated to a wrong account number; funds held by my bank; funds transferred incorrectly as a result of inappropriate routing numbers, etc., I will provide my bank's contact details to JBrennon Construction and work with them to have the funds located and appropriated to my account, correctly, or reversed back to JBrennon Construction, Inc. in order to effect a new ACH transfer. I acknowledge that JBrennon Construction, Inc. will not initiate a duplicate ACH transfer until all issues surrounding the initial ACH transfer have been resolved. JBrennon Construction, Inc. will not write, provide, or deliver any company or cashiers' checks or other payments while the ACH transfer is in process or under investigation.

[Red box for signature]

DigSig

SIGN ABOVE

IF NOT SIGNED DIGITALLY, USE THE RED BLOCK

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

INTERIM LIEN WAIVER AND RELEASE UPON PAYMENT

STATE OF: _____
COUNTY OF: _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY

TO FURNISH: _____ (DESCRIBE
MATERIALS AND/OR LABOR), FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS
_____ (TITLE OF
THE PROJECT OR BUILDING), WHICH IS LOCATED IN THE CITY OF _____,
COUNTY OF _____, AND IS OWNED BY _____

AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER
A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR
STREET ADDRESS OF THE PROJECT.)

UPON RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN
WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE
FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL
BOND THROUGH THE DATE OF _____ (DATE) AND EXCEPTING THOSE RIGHTS
AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED
AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE
UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

SWORN AND SUBSCRIBED BEFORE ME
THIS DAY _____ OF _____, 20__.

GIVEN UNDER HAND AND SEAL
THIS DAY _____ OF _____, 20__.

(NOTARY PUBLIC)

(SIGNATURE)

PRINT NAME

TITLE AND COMPANY

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY
DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT
ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU
FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION
OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF
THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND
RELEASE UNDER O.C.G.A. SECTION 44-14-366.

WAIVER AND RELEASE UPON FINAL PAYMENT BY CONTRACTOR

STATE OF: _____
COUNTY OF: _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____ (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____ AND IS OWNED BY _____ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

SWORN AND SUBSCRIBED BEFORE ME
THIS DAY _____ OF _____, 20____.

GIVEN UNDER HAND AND SEAL
THIS DAY _____ OF _____, 20____.

(NOTARY PUBLIC)

(SIGNATURE)

PRINT NAME

TITLE AND COMPANY

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

FINAL AFFIDAVIT AND WAIVER OF LIEN BY SUBCONTRACTOR

STATE OF:

COUNTY OF:

RE:

SUBCONTRACT NO. _____

(NAME OF PROJECT)

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID STATE AND COUNTY,

(NAME)

(TITLE)

OF _____, (WHICH IS HEREINAFTER CALLED "SUBCONTRACTOR") WHO BEING DULY SWORN STATES ON OATH THAT:

SUBCONTRACTOR HAS PAID IN FULL ALL DEBTS, OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE BY SUBCONTRACTOR TO ALL PARTIES (INCLUDING, WITHOUT LIMITATION, ALL DEBTS, OBLIGATIONS AND LIABILITIES FOR LABOR, MATERIALS, EQUIPMENT OR SERVICES, AND FOR ALL LOCAL, STATE OR FEDERAL TAXES (INCLUDING BUT NOT LIMITED TO ANY SALES AND USE TAXES), OR CHARGES, AND FOR ANY DAMAGES TO OTHERS) WHICH HAVE BEEN INCURRED BY SUBCONTRACTOR, OR WHICH HAVE ARISEN, IN CONJUNCTION WITH WORK DONE, OR LABOR AND/OR MATERIALS FURNISHED, BY SUBCONTRACTOR TO _____ (CONTRACTOR) FOR

(TYPE OF WORK OR MATERIALS)

ON THE _____,

(NAME OF PROJECT)

WHICH IS LOCATED AT _____.

(LOCATION)

THIS AFFIDAVIT AND WAIVER IS MADE AND GIVEN UPON AND IN EXCHANGE FOR FINAL PAYMENT OF ALL SUMS DUE SUBCONTRACTOR BY _____ (CONTRACTOR) UNDER THE TERMS OF SAID SUBCONTRACT, AND IN CONSIDERATION THEREFOR SUBCONTRACTOR WAIVES AND RELEASES ANY AND ALL CLAIMS, CLAIMS UPON ANY BONDS, AND ALL LIENS OR RIGHTS TO LIENS, AGAINST _____ AND/OR _____

(CONTRACTOR)

(OWNER)

FOR THE AMOUNTS DUE AND OWING TO SUBCONTRACTOR BY VIRTUE OF THE PERFORMANCE BY SUBCONTRACTOR OF SAID SUBCONTRACT, OR THE FURNISHINGS BY SUBCONTRACTOR OF THE LABOR AND/OR MATERIALS DESCRIBED ABOVE, OR FOR ANY OTHER REASON.

SUBCONTRACTOR HEREBY ACKNOWLEDGES THAT THE COMPLETION DATED FOR THIS PROJECT IS ESTABLISHED AS _____.

THE ABOVE STATEMENTS ARE MADE BY THE UNDERSIGNED ON BEHALF OF SUBCONTRACTOR.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____.

(SIGNATURE SUBCONTRACTOR)

(NOTARY PUBLIC)