



Affidavit & Partial Release Of Lien

Project:

Date: _____

Job #:

Owner:

Project Location:

Subcontractor:

Subcontract #:

The above-named subcontractor ("Subcontractor"), for and in consideration of the payments made to it by US General Contracting ("Contractor"), or to a subcontractor, materialman, or supplier of Subcontractor, for labor employed in and/or materials furnished for the construction of the above-referenced Project pursuant to the above-referenced Agreement, Subcontractor hereby certifies as follows:

1. Upon receipt of the sum of \$ _____, Subcontractor will have received payment in full, less retainage, for all deliveries of material to and/or for all work performed in the construction of the Project through the _____ day of _____, 20____ (the "Effective Date"), and except for receipt of said payment, as an inducement to Contractor to make said payment, Subcontractor hereby affirms that there are no outstanding claims of any nature against Contractor, the Owner of the Project, its lender(s), each and every party acquiring title to and/or making a loan on the Project and the title company or companies examining and/or insuring title to the Project and any and all of their successors and assigns (collectively, the "Contractor/Owner Parties") in connection with this Project, with only the following exceptions:

-No Exceptions-

(list separately and set forth the maximum amount of each unpaid item or outstanding claim listed above and line out "No Exceptions")

2. Subcontractor does hereby waive, release and quit claim in favor of the Contractor/Owner Parties all rights that presently exist or hereafter may accrue to Subcontractor to assert a lien upon the land and improvements comprising the Project, but only for labor and materials furnished through the Effective Date.

3. Contingent upon the receipt of the sum set forth in paragraph 1, Subcontractor does hereby forever release, waive, and discharge the Contractor/Owner Parties from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims and demands whatsoever, in law or equity which Subcontractor and/or its successors and/or assignees ever had or now has against the Contractor/Owner Parties by reason of delivery of material and/or the performance of work relating to the construction of the Project, but only for materials delivered and work performed up through the Effective Date, and Subcontractor hereby agrees to indemnify and hold the Contractor/Owner Parties harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to any claim or lien by any party for work, labor, services, material, and/or equipment which relates to that which was performed or should have been performed by or for Subcontractor, through the _____ Effective Date.

4. Subcontractor has not assigned any claim against the Contractor/Owner Parties, nor any lien or right to perfect a lien against the Project, and Subcontractor has the right, power and authority to execute this document.

5. Subcontractor warrants that (a) all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated into the Project and any lien or bond claimant relating to Subcontractor's work have been paid in full and (b) none of such laborers, subcontractors, sub-subcontractors, suppliers, materialmen, or claimant has any claim, demand, or lien of any nature against the Project through the Effective Date. Subcontractor further warrants that any and all applicable Income taxes, Employee and Employer FICA taxes, Employer Federal Unemployment Tax Act taxes, and any and all other required Federal, State, or local taxes or fees and benefits relating directly or indirectly to Subcontractor's work have been paid in full.

6. No security interest has been given or executed by Subcontractor for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the Project.

7. This Affidavit and Partial Release of Lien may be executed and sent by facsimile or pdf, each of which shall be as binding on Subcontractor as an original.

IN WITNESS WHEREOF, this Affidavit and Partial Release of Lien has been duly executed on this _____ day of _____, 20 ____.

SUBCONTRACTOR: _____

By: _____
Title: Officer or Controller (Circle One.)

WITNESS:

Subscribed, sworn to, and acknowledged before me this ___ day of _____, 20____.

Notary Public Signature
My Commission Expires: _____

(Notary Seal Here)