

SUBCONTRACTOR AFFIDAVIT AND CONDITIONAL WAIVER OF LIEN UPON PROGRESS PAYMENT

«FirmName» ("Subcontractor"), having subcontract number «SL» with **Pearson Construction Company, Inc.** ("Contractor") for the «SLDescription» work of:

Project: «ProjectDescription»
 Address: «JobAddress», «JobCity», «JobState» «JobZip»
 Owner: «Owner»

has performed work and/or furnished materials, equipment and/or machinery or has fabricated materials especially for the project during the period from _____ to _____ in the amount of \$_____ not including charges for which written change orders have not been received.

Each and every subcontractor who performed work for this Subcontractor on the project during the period is listed below:

Subcontractor	Address	Description of Work	Amount Due
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A Subcontractor Affidavit and Conditional Waiver of Lien is required from each of the above named subcontractors and is attached hereto.

Each and every material supplier who during the period delivered materials, equipment and/or machinery to the site, or who delivered materials especially fabricated for the project, of a value in excess of \$5,000.00 is listed below:

Supplier	Address	Material	Amount Paid
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A Conditional Waiver of Lien is required for each of the above named suppliers and is attached hereto.

SUBCONTRACTOR AFFIDAVIT AND CONDITIONAL WAIVER OF LIEN UPON PROGRESS PAYMENT (Continued)

Upon receipt by Subcontractor of a check, paid by the bank upon which it is drawn, in the amount stated above, Subcontractor waives all rights to liens and claims against the owner or the project for the amount of payment, and further states that no other person, subcontractor, laborer, or material supplier has any right to a lien or claim against the owner or project for work performed or for material, equipment and/or machinery, or for material especially fabricated for the project, furnished to the subcontractor during the period.

As further consideration of the aforesaid payment, Subcontractor further agrees to defend, indemnify and hold harmless the owner, contractor, and their successors for any claims, loss, costs or expenses, including reasonable attorney's fees, made by any person whatsoever in connection with the Subcontractor for any labor, materials, and services performed or supplied by the Subcontractor, its subcontractors and suppliers of every tier, arising from work performed on the project during the period.

I, _____ being _____ of **«FirmName»**
(Print Name) (Title)

hereby acknowledge the foregoing in full and certify that this is a true and accurate statement.

Signature

State of: _____

County of: _____

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

Notary Public
