



A. E. NEW, JR., INC.

AFFIDAVIT AND FINAL RELEASE OF LIEN:

Project Name: _____

Contract Description: Subcontractor:

("the undersigned"), for and in consideration of the payments made to it by A. E. New, Jr., Inc., (the "Company"), or to a subcontractor, material man or supplier of the undersigned, for labor employed in and/or materials furnished for the construction of the above-referenced Project pursuant to the above-referenced contract, hereby certifies as follows:

1. Upon receipt of the sum of \$_____, the undersigned will have received payment in full for all deliveries of material to and/or for all work performed in the construction of the project, and except for receipt of said final payment and as an inducement to the Company to make same, the undersigned hereby affirms that there are no outstanding claims against the Company and/or its sureties in connection with this project.
2. In consideration of the payments made to date, the undersigned does hereby waive, release and quit claim in favor of the Company, the Owner of the Project, 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 in the project and any and all of their successors and assignors, all rights that presently exist or hereafter may accrue to the undersigned to assert a lien upon the land and improvements comprising the project by virtue of any law in the jurisdiction in which the land and improvements are situate or any amendment of said law regarding the rights of a contractor, subcontractor, laborer, supplier, or material men to assert a lien or claim against the project.
3. Contingent upon the receipt of the sum of \$_____, the undersigned does hereby forever release, waive, and discharge the project, the Owner of the project, the Company, its sureties, and other guarantors or obligors on the Bond or other undertaking, from any and all course of action, suits, debts, accounts, damages, encumbrances, judgements, claims and demands whatsoever, in law or equity which the undersigned and/or its successors and/or assignees ever had, now have, or ever will have against the said Company, its sureties and other guarantors or obligors on the Bond or other undertaking, by reason of delivery of material and/or the performance of work relating to the construction of the project; and the undersigned hereby agrees to indemnify and hold the above 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 which relates to that which was performed or should have been performed by or for the undersigned.
4. The undersigned has not and will not assign any claim against the Company, its sureties, and other guarantors on the Bond or other undertaking, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power and authority to execute this Affidavit, Waiver and Release.
5. The undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or material men from which it has acquired materials incorporated into the project and any lien or bond claimant relating to the undersigned's work have been paid in full and that none of such laborers, subcontractors, suppliers, material men, or claimants has any claim, demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.
6. No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the project.

This Affidavit, Waiver of Lien and Release shall be an independent covenant shall operate, be effective and irrevocable for one year from its date with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project and to the project subsequent to the execution hereof.

WITNESS:

Duly Authorized Signature:

Name of Company: _____ **Title:**

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

Notary Public Signature:

My commission expires: _____ (Notary Seal Here)