



A. E. NEW, JR., INC.

AFFIDAVIT AND PARTIAL 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 and Contract, hereby certifies as follows:

1. Upon receipt of the sum of \$ \_\_\_\_\_, the undersigned 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 and as an inducement to the Company to make same, the undersigned hereby affirms that there are no outstanding claims of any nature (including delays) against the Company or Owner and/or its sureties in connection with this Project with only the following exception: **(Attach list of all unpaid items; if necessary)**
2. 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 to the project and any and all of their successors and assignees, all rights that presently exist or hereafter may accrue to the undersigned 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 of \$ \_\_\_\_\_, the undersigned does hereby forever release, waive, and discharge the Company, the Owner, its sureties, and other guarantors on the Bond or other undertaking, from any and all causes 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 or now has against the said Company, Owner, its sureties and other guarantors 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, but only for materials delivered and work performed up through the Effective Date, 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 for work, labor, services, material, and/or equipment which relates to that which was performed or should have been performed by or for the undersigned, through the Effective Date.
4. The undersigned has not assigned any claim against the Company, the Owner, 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 document.
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, sub-subcontractors, suppliers, material men, or claimant has any claim, demand, or lien of any nature against the Project through the Effective Date. The undersigned further warrants that any and all applicable Income taxes, Employee and Employer F.I.C.A. 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 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 and Partial Release of Lien shall be an independent covenant and shall operate, be effective and irrevocable for one year from its date with respect to work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written, for extra or additional work on the Project through the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**WITNESS:**

\_\_\_\_\_  
**Duly Authorized Signature:**

\_\_\_\_\_  
**Name of Company:** \_\_\_\_\_ **Title:** \_\_\_\_\_

Subscribed and sworn to me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
**Notary Public Signature:**

My commission expires: \_\_\_\_\_(Notary Stamp Here)