

FROM: _____

TO: DOSTER CONSTRUCTION COMPANY, INC.

RE: SUBCONTRACT _____ entered into the _____ day of _____, 20____, between the above-mentioned parties for work and materials for _____ at _____ (hereinafter referred to as the Project.)

FINAL RELEASE, WAIVER OF LIEN, AND AFFIDAVIT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who after being by me first duly sworn, deposes and says that: (name of affiant)

1. He is _____ of _____ (corporate office) (name of company) hereinafter called Subcontractor.

2. Subcontractor, pursuant to Subcontract dated _____, 20____, (hereinafter referred to as Subcontract) with Doster Construction Company, Inc. (hereinafter referred to as Doster), has heretofore furnished work and materials for the construction of certain improvements for the Project.

3. In consideration of final payment under the above Subcontract, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Subcontractor does hereby waive and release any and all liens and claims or rights of lien, under the Statutes of the State of _____ relating to Mechanic's or Materialmen's Liens, on the Project and on the moneys, or other considerations due or to become due from Doster or _____ (hereinafter referred to as the Owner), on account of work or materials heretofore furnished or which may be furnished at any time hereafter by Subcontractor for the Project. Further, and in addition to the foregoing, Subcontractor hereby releases and forever discharges Doster, the Owner, and their respective sureties, officers, directors, agents, and employees (hereinafter referred to as Releaseses), from any and all actions and causes of action, suits, claims and demands, in law or equity, both known and unknown, which Subcontractor has or could hereafter have on account of or arising out of the Subcontract, any work or materials furnished by Subcontractor, or any events or circumstances occurring during Subcontractor's work at or for the Project.

Further, Subcontractor hereby agrees to indemnify, defend, and hold harmless Releaseses, and each of them, against any and all costs, liabilities, damages, and expenses of whatever nature, including, but not limited to, attorney's fees, incurred as a result of the filing of any Mechanic's or Materialmen's Lien or payment bond claim for any reason by any party who has provided work or materials to Subcontractor for the Project, or as a result of any conflicting claim to any payments made by Doster to Subcontractor, and in furtherance hereof agrees to immediately take whatever actions are necessary to remove, satisfy or defeat any such lien or claim which may be filed or asserted.

4. Subcontractor hereby represents that all work furnished under the above Subcontract has been performed in strict accordance with the terms thereof and of the Prime Contract, that all materialmen, subcontractors, mechanics, and laborers have been paid and satisfied in full and that there are no outstanding claims of any character arising out of the performance of the Subcontract which have not been paid and satisfied in full. Subcontractor further certifies that it has complied with Federal, State and local laws, including tax laws, Social Security laws, Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of said Subcontract.

5. Subcontractor further represents that to the best of its knowledge and belief, based on inquiry and investigation, there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large, or from injury to any property, arising out of the performance of the Subcontract, or any suits or claims for any other damage of any kind, nature or description which might constitute a lien upon the property of the Owner.

6. Subcontractor makes this affidavit as provided by the laws of the State of _____ and for the purpose of inducing Doster to make final payment in full settlement of all claims of Subcontractor arising under or by virtue of the Subcontract.

7. The undersigned herein does hereby represent that he has full authority to execute a full and final release and waiver of lien for, in behalf of, and as an act of the Subcontractor as set forth above.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20____.

Attest: _____ Subcontractor

By: _____ (SEAL)

Sworn to and subscribed before me this _____ Its: _____ Title

day of _____, 20____

Notary Public

My Commission expires: _____

ACKNOWLEDGMENT
(Use Only If Subcontractor Is Incorporated)

STATE OF _____

_____ COUNTY

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, corporation, is signed to the foregoing Final Release, Waiver of Lien, and Affidavit and who is known to me, acknowledged before me on this day that, being informed of the contents of the Final Release, Waiver of Lien, and Affidavit, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, 20____.

Notary Public