



SUBCONTRACTOR'S FINAL AFFIDAVIT, WAIVER AND RELEASE

Project: _____

Contract Description: _____

Owner: _____

PAYMENT: \$ _____ ("FINAL PAYMENT")

PAYMENT APPLICATION DATE: _____ ("PAY APP DATE")

PAYMENT APPLICATION NO.: _____ ("FINAL PAY APP")

The Undersigned for and in consideration of the FINAL PAYMENT made to it (or to a subcontractor, materialman, or supplier of the undersigned) by McDonald York Building Company, (the "Company"), for labor employed in and/or material furnished for the construction of the above referenced Project pursuant to the above referenced Contract, hereby certifies and acknowledges as follows:

1. Upon receipt by the Undersigned of the FINAL PAYMENT, such FINAL PAYMENT is final payment in full for all deliveries of material to and/or for all work performed in the construction of the Project, and as an inducement to the Company to make the FINAL PAYMENT, 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 for the payments made to date, including the FINAL PAYMENT, the Undersigned does hereby waive, release and quit claim in favor of the Company the Owner, 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 by virtue of any law in the jurisdiction in which the land are situate or any amendment of said law regarding the rights of a contractor, subcontractor, laborer, supplier, or materialman to assert a lien or claim against the Project.
3. As further consideration for the payments made to date, including the FINAL PAYMENT, the Undersigned does hereby forever release, waive, and discharge the Project, the Owner, the Company, its sureties, and other guarantors or obligors on any payment bond or other undertaking, from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, 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 any payment bond or other undertaking, by reason of delivery of material and/or the performance of work relating to the construction of the Project; additionally, the Undersigned represents and acknowledges that there are NO undisclosed claims; 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 any payment 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. 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.
5. The Undersigned warrant that 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 the Undersigned's work have been paid in full and that none of such laborers, subcontractors, suppliers, materialmen, or claimant 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. This Affidavit, Waiver of Lien and Release shall be an independent covenant and shall operate and be effective with respect to work and labor done and material furnished and under any supplemental contract or contract, whether oral or written, for extra or additional work on the Project and for any further work done or materials furnished at any time with respect to the Project subsequent to the execution hereof.

IN WITNESS WHEREOF, this Affidavit, Waiver of Lien and Release has been executed on this _____ day of _____, 201____.

Company Name

Witness

By: _____

Title: _____

(Authorized Representative)

Subscribed, and acknowledged before me this _____ day of _____, 201____.

Notary Public

My Commission Expires: _____
(Notary Seal)