



SUBCONTRACTOR'S AFFIDAVIT AND PARTIAL WAIVER AND RELEASE OF LIEN

Project Description: _____
Contract Description: _____
Owner: _____
PAYMENT: \$ _____ ("CURRENT PAYMENT")
PAYMENT APPLICATION DATE: _____ ("PAY APP DATE")
PAYMENT APPLICATION NO.: _____ ("CURRENT PAY APP")

The Undersigned, for and in consideration of the CURRENT 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 materials 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 CURRENT PAYMENT, such CURRENT PAYMENT will be payment in full, less retainage, for all deliveries of material to and/or for all work performed in the construction of the Project both through the PAY APP DATE and through the CURRENT PAY APP, and as an inducement to the Company to make the CURRENT PAYMENT the Undersigned hereby affirms that there are currently no outstanding claims against the Company and/or its sureties in connection with this Project.
2. 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 for the Undersigned to assert a lien upon the land and improvements comprising the Project, BUT ONLY for materials delivered and work performed through the PAY APP DATE .
3. Upon the receipt of the CURRENT PAYMENT, the Undersigned does hereby forever release, waive, and discharge the Company, its sureties, and other guarantors 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 or now has against the said Company, its sureties and other guarantors 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, BUT ONLY for materials delivered and work performed through the PAY APP DATE; additionally, the Undersigned represents and acknowledges that there are NO undisclosed claims as of the PAY APP 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.
4. The Undersigned has not assigned any claim against the Company, its sureties, and other guarantors on any payment bond applicable to the Project 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. 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. It is understood that this affidavit is submitted to induce payment of the above sum and for use by the Company in assuring the Owner and others that there are no liens and claims relating to the work items furnished.
5. The Undersigned warrants 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 and Partial Release of Lien shall be an independent covenant and shall operate and be effective with respect to work and labor done and material furnished under any supplemental contract(s), whether oral or written, for extra work on project.

FUTURE CHECKS WILL NOT BE RELEASED UNTIL A COPY OF THIS LIEN AFFIDAVIT, WAIVER AND RELEASE IS SIGNED BY AN AUTHORIZED OFFICER, NOTARIZED AND RETURNED TO MCDONALD YORK BUILDING COMPANY.

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

Subcontractor/ Supplier Name

Witness

By: _____

Title: _____

(Authorized Representative)

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

Notary Public

My Commission Expires: _____

(Notary Seal)