

AFFIDAVIT OF COMPLETION

GF#: [FILE NUMBER]

Owner: [NAME(S) OF OWNER(S)]
By: [NAME AND TITLE OF AFFIANT SIGNING ON BEHALF OF OWNER ENTITY]

Owner Mailing Address:
[OWNER MAILING ADDRESS]

Contractor: [CONTRACTOR NAME]
By: [NAME AND TITLE OF AFFIANT SIGNING ON BEHALF OF OWNER ENTITY]

Contractor's Mailing Address:
[CONTRACTOR MAILING ADDRESS]

Property: [LEGAL DESCRIPTION FROM COMMITMENT]

Improvements: [BRIEF DESCRIPTION OF IMPROVEMENTS CONSTRUCTED] pursuant to that contract dated [DATE OF ORIGINAL CONTRACT], along with any supplements, changes, or amendments thereto.

Completion Date: [DATE ON WHICH CONSTRUCTION WAS COMPLETED, WHICH SHALL BE NO MORE THAN THIRTY DAYS PRIOR TO THE DATE THE AFFIDAVIT IS SIGNED]

ON THIS DAY DID PERSONALLY APPEAR [NAME OF AFFIANT], and upon being duly sworn did swear that the following statements are true and are within his or her personal knowledge:

1. "The Improvements to the Property were completed on the Completion Date. For purposes of this affidavit, *completion* means the actual completion of the work as contemplated under the referenced contract, including any extras or change orders reasonably required or contemplated under the original contract, other than warranty or repair work.
2. "All bills incurred in the construction of the Improvements have been paid in full, and there are no mechanic's, materialmen's, architect's, engineer's, surveyor's, or attorney's liens against the Property and no claims for labor, services, or materials furnished in connection with the construction of the improvements upon said Property which remain unpaid, except:

<i>Subcontractor or other Claimant</i>	<i>Amount Due</i>

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3. "I understand and acknowledge that NO SUBCONTRACTOR OR OTHER LIEN CLAIMANT MAY HAVE A LIEN ON RETAINED FUNDS UNLESS THE CLAIMANT FILES AN AFFIDAVIT CLAIMING A LIEN NO LATER THAN THE THIRTIETH DAY AFTER COMPLETION DATE.

4. "Owner has received no notice of any kind from any architect, laborer, sub-contractor, materialman, or other person showing nonpayment or showing any claim of any amount due for material furnished or labor performed in connection with the premises described above.

5. "There are no chattel mortgages or conditional bills of sale affecting any materials or fixtures used in connection with the improvements upon said property, including any mantels, awnings, door or window screens, plumbing, lighting, cooking, refrigerating or ventilating apparatus.

6. "Owner has received a written request to receive a copy of an affidavit of completion from the following persons who have furnished labor or materials for the Property and from no other persons. (If none, type "None").

<i>Names Of Parties Requesting Affidavit Of Completion</i>

7. "I agree that anyone concerned with title to the Property may rely on these statements.

8. "I agree to indemnify and hold [NAME OF TITLE COMPANY], its underwriter, and its agent harmless from any loss or expense, including reasonable attorney fees, resulting from false or incorrect information in this affidavit."

 [OWNER OR PARTY SIGNING ON BEHALF OF OWNER]

 [NAME OF CONTRACTOR ENTITY]
 BY: [NAME OF PERSON SIGNING ON BEHALF OF CONTRACTOR]

STATE OF TEXAS
 COUNTY OF _____

SIGNED AND SWORN TO BEFORE ME on this the ____ day of _____, 20____ by [NAME OF

AFFIANT FOR OWNER].

Notary Name
Commission Expires:

STATE OF TEXAS
COUNTY OF _____

SIGNED AND SWORN TO BEFORE ME on this the ____ day of _____, 20____ by [NAME OF
AFFIANT FOR CONTRACTOR].

Notary Name
Commission Expires: