

**Affidavit of Non-Commencement**

THE STATE OF TEXAS

§

GF # 1705063

COUNTY OF \_\_\_\_\_

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BEFORE ME, the undersigned Notary Public, personally appeared [NAME(S) OF OWNER], Owner, and [PERSON REPRESENTING CONTRACTOR AND HIS/HER TITLE] of [NAME OF CONTRACTOR], Contractor, and after being by me duly sworn, upon oath state and affirm that:

“I am or we are, the owner(s) of the hereinafter described property and have the authority to make this Affidavit. Owner’s mailing address is \_\_\_\_\_.

“I am the original contractor for the property being improved and have authority to make this Affidavit. Original Contractor’s mailing address is: \_\_\_\_\_.

“The legal description of the property being improved is as follows:

[INSERT LEGAL DESCRIPTION HERE]

“PURSUANT to the terms of that one certain Contract dated \_\_\_\_\_, made by and between Contractor and Owner, Contractor is to furnish labor, services and/or material for the construction of improvements for the benefit of the Owner on that certain construction project located in \_\_\_\_\_ County, Texas.

“Owner and Contractor swear and affirm that as of the date hereof, no materials have been furnished or any labor performed in connection with the construction contemplated on that tract of real property described above and made a part hereof for all purposes; and,

“The date work will be commenced by the original contractor on the described property will be on or after \_\_\_\_\_.

“This affidavit is given to induce [NAME OF TITLE COMPANY] (hereinafter Title Company) and its underwriter to issue its title insurance policy or policies with the express understanding that Title Company will and is entitled to rely upon the statements made herein, without any investigation thereof by Title Company.

“The undersigned hereby hold harmless Title Company and its underwriter, and agree to indemnify the same against any and all claims, demands or causes of action, any costs, expenses and attorney's fees which might result from reliance upon the statements and representations made

herein.

“The provisions hereof shall survive the closing and funding of the transaction referred to herein and shall not merge therein, shall be binding upon the undersigned, their heirs, successors, assigns and beneficiaries, and shall inure to the benefits of the named parties, their successors and assigns.”

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Owner(s):**

**Contractor:**

\_\_\_\_\_

\_\_\_\_\_

STATE OF TEXAS §

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SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by [OWNER NAME].

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

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SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by [NAME OF PERSON SIGNING], [TITLE WITH ENTITY] of [CONTRACTOR NAME].

\_\_\_\_\_  
Notary Public, State of Texas