GENERAL CONTRACTOR'S LIEN WAIVER, FINAL BILLS PAID AFFIDAVIT AND INDEMNITY

THE STATE OF TEX	(AS		§ §			GE	GF #	
COUNTY OF		-					*	
Owner(s): Contractor: Affiant (Name and Capacity):								
PROPERTY ADDF	RESS:							
LEGAL DESCRIPTIO	ON:							
[LEGAL]								
BEFORE	ME,	the	undersigned	Notary	Public,	personally	appeared	
			, the Aff	iant(s), and	after bein	g by me duly s	sworn, upon	
oath state and aff	firmed tha	it:						
"DUDSUA	NT to the	torms o	f that one certair	Contract d	atad		mada	

"PURSUANT to the terms of that one certain Contract dated ______, made by and between Contractor and Owner, whereby Contractor agreed to furnish labor, services and/or material for the construction of improvements for the benefit of the Owner of that one certain construction project located in _____ County, Texas, said improvements being constructed upon that tract of real property described above or as described in Exhibit "A" attached hereto and made a part hereof for all purposes; and,

"For and in consideration of payment and receipt of the total aggregate of sums of consideration, including all statutory and contractual retainage due Contractor under the terms of the aforementioned Contract as payment for labor, services and/or materials furnished to or for the construction of aforementioned improvements, Contractor has and does hereby waive, relinquish and release its liens, claims, rights and charges of every nature whatsoever which have arisen by virtue of any such labor, service and/or material having been performed and/or furnished by Contractor,

including any and all mechanic's or materialman's lien or liens claims afforded Contractor under the laws of the State of Texas.

"Affiant(s) further swear and affirm that as of the date hereof, and as of Affiant's personal knowledge, Affiant(s) or Contractor has paid or has caused to be paid all bills, invoices, charges, or other amounts due and payable which are payable by Affiant(s) or Contractor to others for labor, services and/or materials furnished to or for the benefit of Owner for construction of the aforementioned improvements, together with all applicable local, state, or federal taxes or assessments payable by Affiant(s) or Contractor for consideration of aforementioned improvements, together with all applicable local, state, or federal taxes or assessments payable by Affiant(s) or Contractor for consideration of aforementioned improvements, together with all applicable local, state, or federal taxes or assessments payable by Affiant(s) and that Affiant(s) agree that they shall defend, indemnify, and hold harmless Owner of the aforementioned tract of real property and improvements, and such tract of real property and improvements and _______ and its underwriter from and against all such claims for any amount not so paid by Affiant(s).

"This affidavit is given to induce Owner to pay the balance due under the Contract and to induce _______ and its underwriter to issue. Affiant(s) acknowledge that the giving of a false affidavit is a criminal act. Affiant(s) further acknowledge that, pursuant to Section 53.259, of the Texas Property Code, if the person signing the Final Bills Paid Affidavit makes a false or misleading statement in the affidavit, they have committed a misdemeanor criminal offense. The range of punishment for this offense is a fine not to exceed \$4000.00 and/or confinement in jail of a term not to exceed one year. A person committing the offense cannot receive community supervision for the offense. The person signing the Final Bills Paid Affidavit is personally liable for any loss or damage resulting from any false or incorrect information in the Affidavit."

EXECUTED this _____ day of _____, 20___.

 STATE OF TEXAS
 §

 COUNTY OF ______
 §

SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 20____, by ______.

Notary Public, State of Texas

ACCEPTANCE

I, _____, the undersigned (whether one or more) accept the improvements above mentioned as being completed to our entire satisfaction, according to plans and specifications, and to our knowledge all bills for labor performed and materials furnished in the erection of improvements on the property mentioned in the foregoing affidavit have been paid.

[NAME OF OWNER]

 STATE OF TEXAS
 §

 COUNTY OF ______
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SWORN TO AND SUBSCRIBED BEFORE ME on this the ____ day of _____, 20____, by _____.

Notary Public, State of Texas