

LIEN WAIVER

Date:

Owner:

Affiant: **[specify whether general contractor, subcontractor, or supplier]**

Affiant's Address:

Property: **[include legal description]**

Work: **[include description]**

Cutoff Date:

Payment Amount: **[\$[amount] [specify whether final or interim payment]**

Suppliers and Subcontractors for the Work: **[include telephone numbers]**

Affiant swears individually and on behalf of [NAME OF CONTRACTOR/ SUBCONTRACTOR/ SUPPLIER] that the following statements are true and within the personal knowledge of Affiant:

1. "All charges, except retainage, for labor performed and material furnished by Affiant through the Cutoff Date have been paid in full.
2. "Affiant waives all claims against Owner or the Property that Affiant may have from furnishing labor or material through the Cutoff Date.
3. "All other persons who have furnished labor or material to Affiant for the Work, through the Cutoff Date, have been paid all amounts to which they are entitled.
4. "Affiant agrees to indemnify and hold Owner harmless against all liability, cost, or expense, including attorney's fees and court and other costs, from any claim or action by Affiant or any person claiming by, through, or under Affiant with respect to the representations and waivers in this document.
5. "For the funding of the loan proceeds used to pay for labor and material furnished by Affiant, Affiant agrees that all mechanic's liens owned by Affiant are subordinate and inferior to the deed-of-trust lien held by the lender lending money for construction on the Property.
6. "Affiant is authorized to sign this Affidavit on behalf of and can legally bind the [contractor/subcontractor/supplier].

7. "All labor performed and materials supplied by [NAME OF CONTRACTOR/ SUBCONTRACTOR/ SUPPLIER] that on the project were in accordance with the plans and specifications. All labor was performed in a good and workmanlike manner.

8. "[NAME OF CONTRACTOR/ SUBCONTRACTOR/ SUPPLIER] has complied with all laws in performing its duties on the project.

9. "This lien waiver is made to induce [NAME OF TITLE COMPANY] and its underwriter to issue its title insurance policy or policies with the express understanding that [NAME OF TITLE COMPANY] will, and is entitled to rely upon the statements made herein, without any investigation thereof."

[NAME OF AFFIANT]

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

Notary Public, State of Texas