



SUBCONTRACTOR'S OR MATERIALMAN'S RELEASE, FINAL LIEN WAIVER AND AFFIDAVIT

Date: _____

Name of Project: _____

Location: _____

I, _____, _____
(Name) (Title)

_____, being first duly sworn, depose and say:
(Company Name)

1. That the aforementioned entity was/is a subcontractor or material man on the above named construction project,
2. That all labor and/or materials agreed to be furnished by said subcontractor or material man have been completed in accordance with the subcontract or purchase order between said subcontractor or material man and Davidson County, that all person's firms or corporations supplying materials or performing work for the undersigned have been paid in full for all materials supplied and work performed through the above date, and have accepted such payments in full settlement of all claims for such materials and work against this subcontractor or material man or the project and that there are no claims outstanding which entitle the holder thereof to make a claim against Davidson County or claim a lien against the property upon which the improvements have been constructed or work performed.
3. that said subcontractor or material man will exonerate, indemnify and hold harmless Davidson County from any claim of any nature, including, without limitation, a lien or claim of lien, which may be asserted against them, or any of them, by person, firm, or corporation which has through the above date supplied materials or performed work for said subcontractor or material man, and will reimburse the indemnified parties for any payment made or loss or expense incurred by them in connection therewith including without limitation reasonable attorneys fees.
4. That this Interim Release, Lien Waiver and Affidavit is made for the purpose of inducing Davidson County to make Interim payment for the labor and/or materials furnished through the above date; that the aforementioned proprietorship, firm or corporation does hereby waive and release any and all claims, liens and rights of liens for any and all work, labor and materials performed and furnished on or about said project through the above date.
5. The aforementioned proprietorship, firm or corporation does hereby forever release and discharge any and all claims and causes of action which it and/or he may now have, whether the same is known or unknown, contingent or liquidated, against Davidson County for labor or materials furnished.
6. The following work remains to be performed or the following materials remain to be provided:

(Write NONE if you assert that no work or materials remain outstanding)

(Name of Subcontractor or material man)

(Owner or Title of Affiant)

Subscribed and sworn to before the undersigned, a Notary public, in and for the County and State aforesaid, this _____ day of _____, 200_____.

(NOTARY PUBLIC)

(Notary Seal)

My commission expires: _____