

**CONDITIONAL
INTERIM PARTIAL PAYMENT AFFIDAVIT AND LIEN WAIVER**

DATE: _____

SUBCONTRACTOR/SELLER: _____

PROJECT: LEANDER INDEPENDENT SCHOOL DISTRICT SECURE ENTRY VESTIBULE RENOVATIONS – PHASE 2

OWNER: LEANDER INDEPENDENT SCHOOL DISTRICT

CONTRACTOR: AMERICAN CONSTRUCTORS HOLDING COMPANY

DESCRIPTION OF PROPERTY: 10 Elementary Schools as follows: Jim Plain Elementary, Winkley Elementary, River Place Elementary, Grandview Hills Elementary, Parkside Elementary, Westside Elementary, Reagan Elementary, River Ridge Elementary, Reed Elementary, Camacho Elementary

As of the date shown above, the undersigned representative of Subcontractor/Seller makes the following statement under oath for and on behalf of Subcontractor/Seller:

Contractor has fully paid or made satisfactory arrangements to pay all obligations through _____ owed by Contractor to Subcontractor/Seller that pertain in any way to the Project.

Subcontractor/Seller has fully paid all parties who have furnished labor, materials or equipment to the Project under a contract with or at the order or request of Subcontractor/Seller and has fully performed all its obligations under all contracts and subcontracts to which it is a party and which pertain in any way to the Project.

All information here-to-fore provided to Contractor or Owner by Subcontractor/Seller that Contractor or Owner may use to determine amounts to be paid to Subcontractor/Seller, such as invoices, statements, estimates, delivery receipts or work records, are true and correct.

Subcontractor/Seller waives any and all liens on the Property and all claims and causes of action that pertain in any way to the Project which Subcontractor / Seller would otherwise have against Contractor or Owner through _____.

Subcontractor/Seller makes this affidavit with the intention and understanding that Contractor and Owner will rely on it when calculating, approving or making payments to Subcontractor/Seller. Subcontractor/Seller agrees and acknowledges that it will be liable to Contractor and Owner for any losses that either of them suffer as a direct or indirect result of such reliance.

SUBCONTRACTOR/SELLER:

Company: _____

By: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME, by _____ of the above named Subcontractor/Seller, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas

SUBCONTRACTOR/SELLER'S EXECUTION AND DELIVERY OF THIS AFFIDAVIT AND WAIVER IS CONDITIONED UPON CONTRACTOR'S PAYMENT OF \$_____ SUBCONTRACTOR/SELLER FOR WORK DONE ON THE PROJECT OR MATERIALS DELIVERED TO THE PROJECT BY OR AT THE EXPENSE OF SUBCONTRACTOR/SELLER.