CONDITIONAL
INTERIM PARTIAL PAYMENT AFFIDAVIT AND LIEN WAIVER

DATE: _____

SUBCONTRACTOR/SELLER: _____

PROJECT: Leander Middle School #9

OWNER: Leander Independent School District

CONTRACTOR: **AMERICAN CONSTRUCTORS**

DESCRIPTION OF PROPERTY: 1061 Collaborative Way, Leander, TX 78641

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.