CONDITIONAL INTERIM PARTIAL PAYMENT AFFIDAVIT AND LIEN WAIVER
SECOND TIER SUBCONTRACTOR/SUPPLIER

DATE: _____

FIRST TIER SUBCONTRACTOR: _____
SECOND TIER SUBCONTRACTOR/SELLER: _____

PROJECT: Killeen High School 6
OWNER: Killeen Independent School District
CONTRACTOR: **AMERICAN CONSTRUCTORS**

DESCRIPTION OF PROPERTY: 4400 Chaparral Road, Killeen, Texas 76542

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

Contractor and First Tier Subcontractor have fully paid or made satisfactory arrangements to pay all obligations through _____owed by First Tier Subcontractor to Second Tier Subcontractor/Seller that pertain in any way to the Project.

Second Tier 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 Second Tier 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 Second Tier Subcontractor/Seller that Contractor or Owner may use to determine amounts to be paid to First Tier Subcontractor and Second Tier Subcontractor/Seller, such as invoices, statements, estimates, delivery receipts or work records, are true and correct.

Second Tier 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 Second Tier Subcontractor/Seller would otherwise have against Contractor or Owner through _____.

Second Tier 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 First Tier Subcontractor. Second Tier 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.

SECOND TIER 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

SECOND TIER SUBCONTRACTOR/SELLER'S EXECUTION AND DELIVERY OF THIS AFFIDAVIT AND WAIVER IS CONDITIONED UPON ITS RECEIPT OF PAYMENT IN THE AMOUNT OF **$_____.**