

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

DATE: \_\_\_\_\_

FIRST TIER SUBCONTRACTOR: \_\_\_\_\_

SECOND TIER SUBCONTRACTOR/SELLER: \_\_\_\_\_

PROJECT: Lake Travis High School Gym & F/A

OWNER: Lake Travis Independent School District

CONTRACTOR: AMERICAN CONSTRUCTORS

DESCRIPTION OF PROPERTY: Lake Travis High School Competition Gym & Fine Arts

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 \_\_\_\_\_ (date) 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 \_\_\_\_\_ (date).

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: \_\_\_\_\_

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