

**INTERIM AFFIDAVIT AND WAIVER OF  
LIENS AND CLAIMS**

FORM #1

PROJECT: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
OWNER: \_\_\_\_\_

The undersigned, being first duly sworn, states that he/she is the \_\_\_\_\_ of \_\_\_\_\_ (title) (company) (hereinafter referred to as the "Company") and has full and complete knowledge of the facts, circumstances and representations set forth, and further certifies and states as follows:

That said Company will perform work and furnish labor and/or material for use in the construction of the Project.

That the Company will fully pay for all of said work, labor, material, machinery, equipment and supplies furnished to the Project by the Company or by its subcontractors, suppliers, material men and all other persons or entities claiming by or through the Company.

That for and in consideration of payment to the Company of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and upon actual receipt of such sums by the Company, the Company does hereby waive and release, only however to the extent of said payment, any and all rights to or claim of a lien or liens, or claims against any payment or performance bond, with respect to and on the above-described premises, Project, and all improvements thereon and on the monies or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus, equipment, machinery and supplies heretofore furnished by the Company and anyone acting by, through or on behalf of the Company, to or for the above-described premises and Project.

That the "List of Subcontractors and Suppliers" appearing at the end of, or attached to this document sets forth a listing of all persons and entities who are expected to furnish labor, material, equipment or supplies, in an amount exceeding One Hundred Dollars (\$100.00), to the Project.

The Company further acknowledges that BCD, Inc. and the Project Owner are relying on the information, statements and covenants set forth herein, and that all amounts shall be paid to and received by the Company in connection with the Project are received in trust for the payment and satisfaction of any and all persons providing labor, material, equipment and/or supplies for or in connection with the work upon and improvement of the Property and Project.

Further this Affiant sayeth not.

COMPANY

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
(Affiant/Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**LIST OF SUBCONTRACTORS AND SUPPLIERS**

<u>Subcontractor/Supplies</u>	<u>Work or Material</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____