

**FINAL AFFIDAVIT, RELEASE AND  
WAIVER OF LIENS AND CLAIMS**

The undersigned, (A) \_\_\_\_\_, (hereinafter "Contractor/Affiant") has furnished labor, materials, equipment, supplies, and/or other goods and services in connection with construction work performed upon the Property and Project which is described as follows:

(Project Name, Location and Description)

(B) \_\_\_\_\_, (hereinafter "Property" and/or "Project") and;

WHEREAS, the Contractor/Affiant and/or any subcontractors, suppliers, materialmen, and laborers acting for the Contractor/Affiant or claiming by, through, or under the Contractor/Affiant have fully performed or furnished all work, labor, materials, supplies, and services (hereinafter collectively the "Work") to have been performed or furnished by the Contractor/Affiant; and

WHEREAS, there remains to be paid under the terms of the contract between the Contractor/Affiant and BCD, Inc. (hereinafter "BCD") the sum of (C) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), designated by the terms of the contract between the Contractor/Affiant and BCD as the Final Payment, and the Contractor/Affiant has requested that BCD make such Final Payment.

NOW THEREFORE, as an inducement to BCD to make the Final Payment to the Contractor/Affiant, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor/Affiant, after being duly sworn, represents, states, covenants and agrees as follows:

- (1) The Contractor/Affiant covenants on behalf of himself and all those claiming by, through, or under the Contractor/Affiant that they shall not file nor permit to be filed any mechanic's lien or other lien or notice of intention to file any such liens against the Property or to make any claim against BCD, the Project Owner, or their sureties, personal or otherwise, or against the Property or Project, or any part thereof, for any work the Contractor/Affiant may at any time have performed or have authorized or requested any subcontractor, supplier, materialman, laborer, or anyone claiming by, through, or under the Contractor/Affiant to perform.
- (2) The Contractor/Affiant further warrants and states that no subcontractor, supplier, materialman, laborer, employee, or any other person claiming by, through, or under the Contractor/Affiant has any right to file any mechanic's lien or notice of intention to file a mechanic's lien against the Property or to make any claim against BCD, the Project Owner, their sureties, or the Property by reason of the Work. All materialmen, laborers, employees, subcontractors, suppliers, and all other parties who performed the Work or any part of the Work have been fully paid, or otherwise satisfied, and there is not now due or owing any amount of money or wages to any party who performed the Work or any part of the Work.
- (3) The Contractor/Affiant, on behalf of himself and all subcontractors, suppliers, materialmen, laborers, employees, and all others claiming by, through, or under the Contractor/Affiant, covenants and agrees to release and does hereby waive and release an forever discharge BCD and the Project Owner, and their successors and assigns, of and from all manner of actions, debts, controversies, damages, judgments, expenses, executions, liens, rights to liens, claims, and demands whatsoever, in law or in equity, that the Contractor/Affiant or anyone claiming by, through, or under the Contractor/Affiant shall ever have had, does now have, or may have against BCD, the Project Owner, their sureties, or the Property by reason of the Work or in any manner connected with the Work.
- (4) The Contractor/Affiant covenants and agrees to save and hold BCD and the Project Owner harmless from and against any losses, costs, and expenses (including legal costs and attorneys fees) incurred in connection with or by reason of the Work performed by the Contractor/Affiant or anyone claiming by, through, or under the Contractor/Affiant, or incurred by reason of a breach by Contractor/Affiant or any covenant contained in this affidavit or the failure or inaccuracy of any statement, warranty or representation contained herein.
- (5) The Contractor/Affiant further states, certifies and affirms that the "Final Waiver of Subcontractor/ Supplier Liens and Claims" provided to BCD in conjunction with this Affidavit by the Contractor/ Affiant sets forth a complete listing of all persons and entities who furnished labor, material, equipment, services and/or supplies for the improvement of the Property and Project, that the signatures appearing on such document are genuine, and that there are not other claimants and no state of facts exist which would entitle any other person or entity to assert a lien, claim or

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encumbrance against the Property and Project, or any performance or payment bond provided in connection with such Project.

- (6) The Contractor/Affiant further acknowledges that BCD and the Project Owner are relying on the information, statements and covenants set forth herein, and that the Final Payment shall be paid to and received by Contractor/Affiant 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.

IN WITNESS WHEREOF, the Contractor/Affiant has executed this document this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY )

: SS

COUNTY OF )

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

INSTRUCTIONS:

- (A) Name of Subcontractor performing work for BCD, Inc.
- (B) Furnish an accurate enough description of Project and/or improvement and location of the premises so that is can be distinguished from any other property.
- (C) Amount of Final Payment being requested on above Project.