

# FINAL CONDITIONAL WAIVER AND AFFIDAVIT

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

WHEREAS, the undersigned \_\_\_\_\_, by and through \_\_\_\_\_, its \_\_\_\_\_ and authorized representative,

has been employed by Marous Brothers Construction, Inc. to furnish and or install \_\_\_\_\_

for the Project known as \_\_\_\_\_

Upon receipt of a check in the amount of: \_\_\_\_\_ Dollars \_\_\_\_\_

payable to the Undersigned and when the check has been properly endorsed and been paid by the bank upon which it is drawn, the Undersigned, for and in consideration of such sum and other good and valuable consideration, does, for itself and its heirs, executors, and administrators, hereby waive and release Marous Brothers Construction, Inc., ("Marous") Marous' surety, the Owner and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, directors, shareholders, heirs, and administrators, from any and all suits, debts, causes of action and claims for payment, including claims under the laws or statutes of the municipality, state or federal government relating to payment bonds, the Miller Act, or other act or statute including prompt payment statutes; any claim of lien, or right to lien, under municipal, state or federal law or statutes, relating to mechanics' liens, with respect to and on said above-described Project, and the improvements thereon; any claim or right to the moneys, funds or other considerations due or to become due from the Owner; which are on account of, arise out of, or are relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned on the above-described Project from the beginning of time or any time hereafter.

The undersigned, being duly sworn, deposes and says that (s)he is the \_\_\_\_\_ of \_\_\_\_\_

Subcontractor for the \_\_\_\_\_ work on the project known as \_\_\_\_\_ ("Project"),

and on which Marous Brothers Construction, Inc. is the Contractor ("Contractor")

The TOTAL amount of the contract, including extras, \_\_\_\_\_ on which it has received payment of \_\_\_\_\_ prior to this payment.

Affiant further states that all waivers and releases are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers or releases. That the following are the names of all parties who have furnished material, labor and equipment for said work and all parties or having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due each, and that the items mentioned include all labor and material required to complete said work according to the Subcontract, plans and specifications. The Subcontractor agrees to indemnify, defend, and hold harmless the Contractor, the Contractor's surety, and the Owner from any and all claims for payment made by Subcontractor's suppliers, or subcontractors pertaining to the Project, whether or not listed below.

Names	Description of Work	Contract Price	Amount Paid Previously	This Payment	Balance Due
<b>TOTAL Material, Labor, and Equipment</b>					

There are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor, equipment, or other work of any kind done upon or in connection with said work other than stated above.

Signature \_\_\_\_\_

\_\_\_\_\_ Date

Subscribed and sworn to before me, a Notary Public, this: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_  
Notary Public - Signature