

UNCONDITIONAL WAIVER AND PROGRESS PAYMENT RELEASE

Affiant swears individually and on behalf of the subcontractor that the following statements are true and within the personal knowledge of Affiant.

Affiant has been paid and has received a progress payment in the sum of \$ _____, which constitutes payment in full for labor, services, equipment or material furnished to **EWING CONSTRUCTION CO., INC.** ("Contractor") through _____ (the "Cutoff Date") on the job of _____ ("Owner") located at _____

_____ (**ECCI # _____**) (*job description*) and does hereby waive and release any right to any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights, except for retention and disputed claims for extra work in the amount of \$ _____.

Affiant warrants Subcontractor has already been paid all amounts to which Subcontractor is entitled. Affiant also warrants that all other persons who have furnished labor or materials to Subcontractor for the work through the Cutoff Date have been paid all amounts to which they are entitled. Affiant agrees to indemnify and hold Contractor and Owner harmless against all liability, cost or expense, including attorneys' fees and court and other costs, from any claims or actions by the Subcontractor or any person claiming by, through or under the Subcontractor.

Affiant warrants that all labor performed and materials supplied by the Subcontractor on the job were in accordance with the plans and specifications. All labor was performed in a good and workmanlike manner. Affiant warrants Subcontractor has complied with all laws in performing its duties on the job.

Affiant is authorized to sign this Affidavit on behalf of and can legally bind the Subcontractor.

"Affiant"

Date: _____

_____ (**Subcontractor**)

Signature

Printed Name

Title

SUBSCRIBED AND SWORN TO before me on _____
by _____ (*name of affiant*).

Notary Public and in and for the State of _____

****NOTICE****
THIS DOCUMENT WAIVES UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.

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