



LIEN WAIVER

Date: _____

Owner:

Affiant:

Affiant's Address:

Property: Being more particularly described on Exhibit "A" attached hereto and mad a part hereof.

Work/Contract:

Cutoff Date:

Payment Amount: \$

Suppliers and Subcontractors for the Work: [none]

Affiant swears individually and on behalf of the [general contractor/subcontractor/supplier] that the following statements are true and within the personal knowledge of Affiant:

1. All charges, except retainage, for labor performed and material furnished by Affiant through the Cutoff Date have been paid in full.
2. Affiant waives all claims against Owner or the Property that Affiant may have from furnishing labor or material through the Cutoff Date.
3. All other persons who have furnished labor or material to Affiant for the Work, through the Cutoff Date, have been paid all amounts to which they are entitled.
4. Affiant agrees to indemnify and hold Owner harmless against all liability, cost, or

expense, including attorney's fees and court and other costs, from any claim or action by Affiant or any person claiming by, through, or under Affiant with respect to the representations and waivers in this document.

5. For the funding of the loan proceeds used to pay for labor and material furnished by Affiant, Affiant agrees that all mechanic's liens owned by Affiant are subordinate and inferior to the deed-of-trust lien held by the lender lending money for construction on the Property.

6. Affiant is authorized to sign this Affidavit on behalf of and can legally bind the [general contractor/subcontractor/supplier].

7. All labor performed and materials supplied by the [general contractor/subcontractor/supplier] on the project were in accordance with the plans and specifications. All labor was performed in a good and workmanlike manner.

8. The [general contractor/subcontractor/supplier] has complied with all laws in performing its duties on the project.

9. This lien waiver is made to induce _____.

[affiant ind/entity]

[affiant by: ind/entity]

SUBSCRIBED AND SWORN TO before me on _____ by _____.

Notary Public, State of Texas

Print Name: _____

Commission Expires: _____

[SEAL]

EXHIBIT “A”
[Property Description]