

**FINAL AFFIDAVIT OF RELEASE  
AND WAIVER OF MECHANIC'S LIEN**

This Final Affidavit of Release and Waiver of Mechanic's Lien (the "Release") made this \_\_\_ day of \_\_\_\_\_, 201\_\_ to \_\_\_\_\_ (collectively, the "Releasees") by \_\_\_\_\_ ("CONTRACTOR") for furnishing of work, labor, materials, equipment and services in connection with the construction project at the properties known and described as \_\_\_\_\_, being situated in Block \_\_\_\_, Lot \_\_\_\_, as shown on the Land and Tax Map of \_\_\_\_\_ County (the "Premises").

In consideration of final payment to CONTRACTOR in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) ("Final Payment"), and upon receipt of such Final Payment, CONTRACTOR does hereby waive, release, remise and relinquish the right to claim or file a mechanic's or other lien against the Premises or any part thereof for all work, labor, materials, equipment and services furnished by CONTRACTOR, including any claims for extra or additional work or any other damage or expense alleged to have been incurred by CONTRACTOR in connection with the improvement of the Premises; and does so covenant in recognition of the fact that Final Payment has been received for all work, labor, services and materials supplied by CONTRACTOR up to and including the date of this Release.

CONTRACTOR hereby certifies and warrants that it has fully paid to date all laborers, subcontractors and suppliers retained by CONTRACTOR to supply materials or equipment, or perform work, labor or services at the Premises and that it has not and will not retain any subcontractors or suppliers for future work at the Premises.

Upon receipt of the Final Payment as set forth above, CONTRACTOR does hereby agree to defend, indemnify and hold harmless the Releasees and Releasees' respective agents, members, shareholders, partners, officers, directors, subsidiaries, affiliates, heirs, executors, administrators, successors and assigns from any and all claims, demands, suits, actions, liability, loss, damages, interest, expenses, judgments and liens (including but not limited to legal fees), of whatever kind or nature, directly or indirectly relating to the furnishing of work, labor, services, materials and/or equipment furnished

by CONTRACTOR and/or its agents, laborers, subcontractors or suppliers in connection with its work at the Premises.

Upon receipt of the Final Payment as set forth above, CONTRACTOR does hereby release and discharge the Releasees, Releasees' respective agents, members, shareholders, partners, officers, directors, subsidiaries, affiliates, heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the Releasees, CONTRACTOR, it's successors and assigns ever had, now have or hereafter can, shall or may have, for or upon, or by reason of any matter, claims or causes of action whatsoever from the beginning of the world to the day of the date of this Release.

**[Signature Page to follow]**

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