



**SUBCONTRACTOR'S/SUPPLIER'S AFFIDAVIT, RELEASE OF LIEN & GENERAL RELEASE**  
**UPON PARTIAL PAYMENT**

**PARTIAL RELEASE ACCOMPANYING INTERIM PAYMENT AS OF \_\_\_\_\_ [INSERT DATE OF RELEASE]**

KNOW ALL MEN BY THESE PRESENTS, that with reference to the Subcontract/PO between the undersigned subcontractor/supplier (hereinafter called "Subcontractor/Supplier") and Davie Construction Company (hereinafter called "Contractor") for Services/Material (hereinafter called "Work") on behalf of \_\_\_\_\_ (hereinafter called "Owner") at Owner's project site located \_\_\_\_\_ (hereinafter called "Project"), and in consideration of payment of the sum of \_\_\_\_\_ Dollars and \_\_\_\_ Cents (\$ \_\_\_\_\_) to be paid by Contractor to Subcontractor/Supplier as a partial payment, said sum representing the amount due and payable to Subcontractor/Supplier as of \_\_\_\_\_ (leaving an unpaid balance on the Subcontract/PO in the amount of \$ \_\_\_\_\_, as the balance on the Subcontract/PO between Contractor and Subcontractor/Supplier), all under and pursuant to the said Subcontract/PO, Subcontractor/Supplier does hereby:

1. Certify to Contractor and Owner that all persons, firms and associations, corporations or other entities which by agreement with Subcontractor/Supplier have furnished labor, services, materials or supplies, according to plans and specifications, or extra items, with respect to such Work have been paid in full for all goods and services performed and delivered to the Project as of the date hereof and that all bills and claims of every nature, including any and all applicable federal, state and local sales, use, excise or similar taxes or import duties, license fees or other royalties, incurred in connection therewith have been fully paid and satisfied, except the following (none unless noted): \_\_\_\_\_;
2. Certify to Contractor and Owner that there are no financing statements, chattel mortgages, conditional bills of sale, retention of title agreements or any other liens affecting equipment apparatus or fixtures that have become part of the Work; and that it has and will not assign its claim for payment or its right to perfect a lien against the Work, the Project, or any component thereof;
3. Remise, release, waive, relinquish and forever quitclaim unto Contractor and Owner, their successors and assigns, any and all manner of liens, claims and demands whatsoever against Contractor and Owner which the Subcontractor/Supplier ever had, now has or which it or its successors or assigns hereafter can, shall or may have with regard to the Work, the Project or any component thereof furnished under the said Subcontract as of the date of this affidavit and release, except the following (none unless noted): \_\_\_\_\_
4. Acknowledge and agree that this affidavit and release is made for the purpose of inducing Contractor to make partial payment to Subcontractor/Supplier, and the undersigned does hereby promise and agree to indemnify and hold harmless Contractor and Owner of and from any and all loss, cost, damage, liability and expense of any kind, including reasonable attorney's fees, which Contractor or Owner may incur or have asserted against it by the undersigned, its successors or assigns or any other party resulting from or connected with a lien or claim to a lien on the above-described Project and Work thereon by Subcontractor/Supplier or any entity claiming through it, and for labor, service, materials and supplies provided by the undersigned Subcontractor/Supplier, through and including the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on its behalf by its duly authorized officers, and its seal to be hereunto affixed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Subcontractor/Supplier

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
By  
\_\_\_\_\_  
Title