



FINAL RELEASE AND WAIVER OF CLAIMS AND AFFIDAVIT

The Undersigned Trade Contractor (_____) has received from Contractor (Broughton Construction Company) the sum of _____ Cents (\$ _____) for work done and materials supplied for the _____ ("Project") under the Subcontract referenced herein, dated _____.

The Undersigned, under oath, certifies that he/she is authorized to execute this document on behalf of _____ and to bind _____ to the terms and conditions set forth herein, and is hereby making application for FINAL PAYMENT in the amount of _____ Cents (\$ _____) for all work, labor, materials, services and other miscellaneous items and services (all of which are herein referred to as Work Items") supplied to the said Project through the date Final Payment hereunder is received. Upon receipt of said payment Trade Contractor has received a total subcontract price of _____ (\$ _____).

The Undersigned, under oath, affirms that all persons and firms who supplied work, labor, materials or other services to the Undersigned in connection with said Project have been fully paid by the Undersigned and further affirms that such persons and firms will be promptly paid in full for all work, labor, materials and other services related to the Work Items for which the Undersigned is applying for Final Payment hereunder.

In consideration of the Final Payment herewith made, the Undersigned does fully and finally release and waive any and all claims, causes of action, and/or lien rights against the Contractor, its Surety, and the Owner, as well as any other party having an interest in the Project property, for all costs, expenses, or losses of any nature or description which have arisen or are in any manner related to any aspect of the Work Items provided on this Project. This Release and Waiver is FINAL and applies to all claims, disputes, and any other matters on this Project arising from or related to the Subcontract referenced herein, whether known or unknown, including but not limited to, all claims for direct and indirect costs, impacts, inefficiencies, productivity losses, delays, accelerations, ripple effects, field and home office overhead, equipment costs, and all other consequential and incidental costs, losses, and/or damages.

The undersigned has not and will not assign any claim for payment or right to perfect a lien against the Project and the undersigned has the right, power, and authority to execute this Affidavit, Waiver of Lien, and Release.

No security interest has been given or executed by the undersigned for, or in connection with, any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the Project.

This Final Affidavit, Waiver of Lien, and Release shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished under any supplemental contract or contracts whether oral or written, for extra or additional work on the Project and for any further work done or materials furnished at any time with respect to the Project subsequent to the execution hereof, unless otherwise agreed by Contractor.

It is understood that this Affidavit is submitted to induce payment of the above sum and for use of assuring the Owner and others that all applications for payment and claims relating to the Work on the Project furnished by the Undersigned have been fully and finally paid and that this Affidavit is not valid if the above referenced payment is not made.

Trade Contractor: _____
By: _____
Title: _____

Sworn before me this

_____ day of _____ 200____. _____
Notary Public