

**SUB-CONTRACTOR AFFIDAVIT AND CONDITIONAL  
WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

\_\_\_\_\_, (hereafter "Sub-Contractor"), having a Contract  
with JDL Warm Construction LLC, (hereafter "Contractor") for the  
\_\_\_\_\_ Work of:

Project:

Address:

Owner:

Has performed work and/or furnished Materials, Equipment, and/or Machinery and/or has fabricated materials especially for the Project; during the period from \_\_\_\_\_ to \_\_\_\_\_ (the "Period"); payment has been applied for from Contractor in the amount due to Sub-Contractor for the performance of the Contract during the Period, not including charges for which written change orders have not been received.

**SUB-CONTRACTORS**

Each and every Sub-Contractor who performed work for this Sub-Contractor on the Project is listed below and payments have been made in full to the Sub-Contractors:

Sub-Contractor	Address	Description of Work
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*A Sub-Contractor Affidavit and Waiver of Lien – Acknowledgment of Payment for each of the above named Sub-Contractors is attached hereto.*

**MATERIALS**

Each and every Material Supplier who delivered Materials, Equipment, and/or Machinery to the site, or fabricated Materials especially for the Project, of a value in excess of \$ \_\_\_\_\_, not listed on a previous Sub-Contractor Affidavit and Waiver of Lien – Acknowledgment of Payment is listed below and has been paid in full:

Supplier	Address	Material
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*A Material Supplier Certificate and Waiver of Lien – Acknowledgment of Payment for each of the above named is attached hereto.*

All Labor, Materials, Equipment and/or Machinery, or material especially fabricated for the Project, supplied by the Sub-Contractor have been paid in full.

Upon receipt by Sub-Contractor of a check in the amount to be received for all work and/or furnished Materials, Equipment and/or Machinery for the Project during the Period, and when said check is paid by the bank upon which it is drawn, Sub-Contractor waives all rights to liens and claims against the Owner or the Project for the performance of the Contract during and prior to the Period and further states that no other person has any right to a lien or claim against the Owner or the Project on account of work performed or for Material, Equipment and/or Machinery, or for material especially fabricated for the Project, furnished to the Sub-Contractor during and prior to the Period.

As further consideration of the aforesaid payment, Sub-Contractor further agrees to defend, indemnify and hold Owner, Contractor and their successors and assigns harmless for any claim, loss, cost or expense, including reasonable attorney's fees, made by any person whatsoever in connection with the Sub-Contractor or any labor, materials and services performed by or supplied by Sub-Contractor, its sub-contractors and suppliers of every tier, arising from work performed for this Sub-Contractor on the Project during the Period.

I, \_\_\_\_\_ being \_\_\_\_\_ of

\_\_\_\_\_ Hereby acknowledge the foregoing in full and certify that  
*(Name of Sub-Contractor)*

this is a true and accurate statement.

\_\_\_\_\_  
*(Signature)*

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_