

CONTRACTOR'S AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

I, THE UNDERSIGNED, DO HEREBY SWEAR AND ATTEST, personally and as _____ of _____ ("General Contractor"), a general contractor operating in _____ County, _____, that I am executing and submitting this Contractor's Affidavit in order to induce CINFED CREDIT UNION ("Lender") to release funds pursuant to a Request for Draw submitted by the General Contractor in the amount of \$ _____, under a construction contract ("Construction Contract") between _____ ("Owner") and the General Contractor. ACCORDINGLY, I hereby certify and warrant to Lender that:

(a) I am fully authorized to execute and deliver this Affidavit on behalf of the General Contractor, which has contracted with Owner to act as the general contractor for the construction of improvements and/or repairs to a project located upon property more particularly described as: _____ (Address of Property)

(b) General Contractor has been paid in full for all amounts owing to it for work performed and materials supplied on the Project under the Construction Contract through _____, 20____, and all of General Contractors sub-contractors, suppliers and laborers who have performed work and/or furnished supplies or labor for the Project through that date have been paid in full EXCEPT as appears below [attach other pages, if necessary]:

Sub/Supplier/Laborer	Total Amount Owing/Paid
_____	_____
_____	_____
	\$ _____

(c) Except for the unpaid amounts specifically listed above, all invoices, bills and other amounts incurred in construction and/or repair with respect to the Project through the date inserted in (b) above have been paid in full and there are no construction liens or other similar liens against the Project and no claims for labor, services, or materials currently remain unpaid.

(d) The General Contractor hereby waives and releases and forever quit claims to the Owner, all of its rights to claim a construction lien or any other lien or encumbrance for materials furnished and work or labor performed on the Project up to and including the date inserted in (b) above.

(e) If a construction lien or other lien is filled against the Project for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or at the request of the General Contractor, the General Contractor agrees immediately to bond over or otherwise cause all such liens to be released in accordance with the law of the state in which the Project is located.

(f) If any other demand is made or litigation commenced against Lender or Owner that relates in any way to the matters set forth in this Affidavit, the General Contractor hereby covenants to bear sole responsibility for all costs and expenses incurred by the Lender and/or the Owner in relating to such demand or in such litigation. Such cost and expenses specifically include, but are not limited to, all costs and expenses of legal counsel retained by Lender and/or Owner.

"General Contractor"

By: _____

Dated: _____ Its: _____

Subscribed and sworn to me on: _____, 20__

_____, Notary Public

_____, County _____

My commission expires: _____