TRADE CONTRACTOR’S FINAL LIEN WAIVER, RELEASE AND AFFIDAVIT

TO: Wesleyan University
170 Long Lane
Middletown, CT

OWNER: Wesleyan University

PROJECT: 

CURRENT INVOICE NO.: 

FOR THE PERIOD ENDING: 

The undersigned Contractor, in consideration of the payments previously made and receipt in hand of payment for the period covered by the current invoice set forth above, hereby waives and releases all mechanic’s, materialman’s or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Construction Manager, Owner, and the real property on which the project is located, in any manner arising out of work, labor, services, equipment or materials, performed or furnished by Contractor, its subcontractors and suppliers, in connection with the Project and trade contract, through the period covered by the current invoice and all previous invoices. The release does not apply to retainage in the amount of $________ or to extra work or disputed claims in the amount of $________, for which payment has not yet been approved or received by Construction Manager.

Except as noted below, Contractor acknowledges and represents that for the period and work covered by all previous invoices, Contractor has received payment and:

1. Contractor has paid in full all amounts due under any and all subcontracts, for labor, materials and rented equipment.
2. Contractor has properly applied previous payments to pay all outstanding invoices related to the Project.
3. Contractor is aware of no claims or any circumstance that could give rise to any future claims against Construction Manager, Owner, Architect or other Trade Contractor on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

List exceptions if any: NONE

Contractor represents that the amounts set forth below are correct and that the amount of the current payment will be applied promptly to full payment of all outstanding amounts due from Contractor to its laborers, subcontractors, suppliers, materialmen and anyone else Contractor owes money to for labor, materials and equipment in connection with the Project.

Contract Sum to Date $________
Total Completed and Stored to Date $________
Total Retention to Date $________
Total Earned Less Retention $________
Less Previous Payments $________
Current Payment Due $________

BY: ____________________________
(Name of Subcontractor)

BY: ____________________________
(Signature, Dated Name and Title), Duly Authorized Agent of Subcontractor

STATE OF CONNECTICUT
COUNTY OF Connecticut

Personally appeared __________________________ of the above-mentioned county on this __________ day of __________________________, 20___ before me, and he/she made oath in due form that the facts, information and representations set forth in the foregoing Trade Contractor’s Final Lien Waiver, Release and Affidavit, are true and accurate to the best of his/her knowledge, information and belief and that he/she did execute this Final Lien Waiver, Release and Affidavit as his/her own free act and deed and the free act and deed of __________________________

My commission expires: __________________________