SECTION 00 4310

 PARTIAL RELEASE OF LIENS

AFFIDAVIT AND PARTIAL RELEASE OF LIEN

STATE OF TEXAS

COUNTY OF GONZALES

CHECK ONE:

SUBCONTRACTOR SUPPLIER OTHER: GENERAL CONTRACTOR

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WHO, BEING DULY SWORN, UPON HIS/HER OATH STATES THAT THE FOLLOWING IS TRUE AND CORRECT AND WITHIN HIS/HER PERSONAL KNOWLEDGE:

I AM A DULY AUTHORIZED AGENT FOR (COMPANY NAME), A GENERAL CONTRACTOR (TYPE OF BUSINESS), WHICH HAS AUTHORIZED ME TO MAKE THIS AFFIDAVIT, TO ENTER INTO THE AGREEMENTS AND TO GRANT THE LIEN WAIVERS HEREIN SET FORTH, ON ITS BEHALF.

IN CONSIDERATION OF, AND CONDITIONED UPON RECEIPT OF PAYMENT, THE ABOVE COMPANY DOES HEREBY WAIVE AND RELEASE ALL LIENS, RIGHTS, AND INTEREST (WHETHER CHOATE OR INCHOATE AND INCLUDING, WITHOUT LIMITATION, ALL MECHANIC’S AND MATERIALMAN’S LIENS UNDER THE CONSTITUTION AND STATUTES OF THE STATE OF TEXAS) OWNED, CLAIMED OR HELD, AND TO THE LAND AND IMPROVEMENTS TO THE FULL EXTENT OF THE AMOUNT REQUESTED IN THE PREVIOUS MONTH’S APPLICATION FOR PAYMENT.

FOR CONSIDERATION IN HAND PAID, THE ABOVE COMPANY DOES HEREBY CERTIFY AND ACKNOWLEDGE THAT IT HAS BEEN FULLY PAID, LESS RETAINAGE, FOR ALL WORK AND LABOR DONE, AND FOR MATERIALS SUPPLIED, AS OF \_\_\_\_\_\_\_\_\_\_\_(PREVIOUS MONTH) ON THE PROJECT LISTED BELOW.

THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE GONZALES HEALTHCARE SYSTEMS HARMLESS FROM ANY AND ALL LIENS AND CLAIMS FOR DAMAGES, INCLUDING ATTORNEY’S FEES AND EXPENSES, OF SUPPLIERS OF MATERIALS, SUBCONTRACTORS, EQUIPMENT LESSORS AND ANY OTHER FURNISHING MATERIALS, LABOR OR EQUIPMENT IN CONNECTION WITH THE CONSTRUCTION OF THE PROJECT LISTED BELOW.

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS, GONZALES HEALTHCARE SYSTEMS AND ALL OF ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES (INCLUDING DEATH) RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH, ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT FOR THE GONZALES HEALTHCARE EXPANSION ("PROJECT").

PROJECT: GONZALES HEALTHCARE EXPANSION PROJECT

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUBSCRIBED AND SWORN TO ME BEFORE THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

END OF SECTION