**Affidavit**

**Contractor’s Payment Affidavit and Lien Waiver**

[Restoration of Priority- TN 21.03.03]

**BEFORE ME**, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared , who after being duly sworn, deposes and says:

1. I am the of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Contractor”) and as such am authorized to make this affidavit on behalf of the company and have personal knowledge of the matters described herein.
2. At all times material hereto, Contractor has been doing business in \_\_\_\_\_\_\_\_\_\_ County, Florida.
3. This Affidavit is made pursuant to Florida Statutes, for the purpose of acknowledging full payment to the Contractor from the Owner at the property described as:

*See Exhibit “A” attached hereto*

1. That all lienors engaged by the Contractor to perform or provide labor, services and/or materials under the contract, including all extras and change orders, between Contractor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”), and pursuant to that certain Notice of Commencement recorded in Official Records Book \_\_\_\_\_\_\_\_, Page \_\_\_\_\_\_\_\_\_, or Instrument No. \_\_\_\_\_\_\_\_\_\_\_ of the Public Records of \_\_\_\_\_\_\_\_ County, Florida, have been **PAID IN FULL** through\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, the “Payment Date” and signed lien waivers have been provided to Contractor and Owner by each of said lienors, except as follows:

(***Instructions****: the Payment Date should be as close to the closing date as possible*).

*See Exhibit “B” attached hereto (OR NONE)*

1. For and in consideration of the contract amount paid by Owner the undersigned hereby acknowledges and does hereby waive, release, remise and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind of class of lien whatsoever on the property described above through the Payment Date.
2. The undersigned certifies that all labor, services and/or materials described herein have been provided prior to execution and delivery of this document.
3. Contractor agree to hold harmless Owner, (TITLE AGENT) and Old Republic National Title Insurance Company (the “Title Company”) free from any and all loss, costs, damage and expense of every kind, including attorney’s fees, which it shall or may suffer, including, as to the Title Company, under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, or new policy at any time issued upon said real estate, part hereof or interest herein; arising, directly or indirectly, out of or on account of any such mechanics’ or materialmen’s liens.

FURTHER AFFIANT SAYETH NOT.

Print Name:

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me by means of [ ] physical presence or   
[ ] online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who [ ] is personally known or [ ] has produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

[Notary Seal]

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_