

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

THE STATE OF TEXAS }
 }
COUNTY OF _____ }
 }

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared _____ ("Affidavit"), who, after being by me duly sworn, deposes, and says that he is _____, a _____ (corporation, partnership, trade name) of _____ County, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated the _____ day of _____, 20 _____, for the construction of _____ at _____ (the "Work"), for a total consideration of _____ Dollars to be paid to the said Contractor (the "Contract"), and that Affidant has full power of authority to make this affidavit.

That _____ (the "Owner") has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code and Article 5160 of the Revised Civil Statutes of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of _____ Dollars as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affidant and/or the Contractor may have to pursue claims of any nature against the Owner and/or the City of Frisco, its officers, employees, agents and representatives, arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner and the City of Frisco, Texas, its officers, employees, agents and representatives, from any such claims of such Subcontractors, including but not limited to, any and all liens which may be filed on the subject property as a result of the Contract and/or any claim for payment which may result from the Contract. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

By _____
(Affidavit)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the _____ day of _____, A.D. 20 _____.

By _____
(Notary Public in and for the State of Texas)

(Printed Name of Notary)

[Notary Seal]

My commission expires _____