



SUBCONTRACTOR/SUPPLIER FINAL LIEN WAIVER

STATE OF OHIO)
) SS:
COUNTY OF _____)

CONTRACT #: _____

PAY REQUEST #: _____

NOTE: THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES – CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

_____ being first duly sworn says that he/she is the
(Name of Affiant)
_____ of _____ (hereinafter referred to as the "Subcontractor/Supplier")
(Authorized Officer) (Subcontractor/Supplier Name)
and that he/she possesses the right, power, and authority to execute this document on behalf of Subcontractor/Supplier, and, is familiar with the following facts stated herein.

The Subcontractor/Supplier has performed work and/or furnished materials, equipment or fabricated materials, etc., for the construction, improvement, maintenance or repair of:

_____ (the "Property").
(Project Address)

The Subcontractor/Supplier has a contract with and has provided work and/or materials for _____ ("Contractor"), and certifies, to the best of Affiant's knowledge and belief:
(Name of Contractor)

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract referenced above;
- (2) All laborers, subcontractors and suppliers of the Subcontractor/Supplier have been paid-in-full from previous payments received under the contract for work furnished by them to the Subcontractor/Supplier for the project - to the full extent that sums were due to said parties.
- (3) The Subcontractor/Supplier is not aware of any mechanic's lien having been filed by or presently threatened to be filed by any party having provided work for the Subcontractor/Supplier against the Property or funds of CMHA.
- (4) The Subcontractor/Supplier affirms that there are no outstanding claims against CMHA for the Property and that the Subcontractor/Supplier has not assigned any claim against CMHA nor any lien or right to perfect a lien against the Property.
- (5) No security interest has been given or executed by the Subcontractor/Supplier for or in connection with any materials, equipment, appliances, or fabricated materials placed upon or installed in the Property.
- (6) **The Subcontractor/Supplier acknowledges that it has received Payment-in-Full by the Contractor for all deliveries of equipment and materials to and/or for all work and services performed in the construction of the Project.**

The Subcontractor/Supplier does hereby waive, release and quit claim in favor of CMHA, its agents and each and every party acquiring title to and/or making a loan on the Property, and any and all of their successors and assignees, all rights that presently exist or may hereafter accrue to the Subcontractor/Supplier to assert a lien or claims for a lien upon the land and improvements comprising the Project, or claims to the funds of CMHA.

The Subcontractor/Supplier does hereby forever release, waive, and discharge CMHA and its agents from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims and demands whatsoever, in law or equity, which the Subcontractor/Supplier and/or its successors and/or assignees ever had or now have against CMHA and its property by reason of delivery of material and/or the performance of work relating to the construction of the Project. Additionally, the Subcontractor/Supplier agrees to defend, indemnify and hold CMHA harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to any claim or lien by any party for work, labor, services, material, and/or equipment which relates to that which was performed or should have been performed by or for the Subcontractor/Supplier in execution and completion of the Project.

The Subcontractor/Supplier agrees to diligently defend CMHA and release any and all claims, encumbrances and liens that are made on the Property for work and/or furnished materials, equipment or fabricated materials, etc.. The Subcontractor/Supplier will notify CMHA and discharge and cure such claims within five (5) business days of filing. In the event that said issue is not promptly cured, CMHA reserves the right to promptly cure all issues with Subcontractor/Supplier readily supplying any requested items or information necessary to continuously keep CMHA's interests free and clear at all times.

The undersigned freely, and without duress, as authorized representative of the Subcontractor/Supplier executes this Final Waiver and Release of Liens.

(Signature of Affiant)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE at _____, Ohio, this ____ day of

_____, 20____

Stamp/Seal

Notary Public