

**AFFIDAVIT OF FINAL PAYMENT LIEN WAIVER & RELEASE**

In consideration of the total sum of \$ \_\_\_\_\_ good and valuable consideration (the "Payment"), including a final payment of \$ \_\_\_\_\_ receipt and sufficiency of which is hereby acknowledged, paid by **Hawthorne Commercial Construction LLC** ("PAYOR") to the undersigned, or to a contractor, subcontractor, material, men, supplier, laborer, benefits trustee, material man, or creditor of the \_\_\_\_\_ (the "Project"), the undersigned, and its/his/her/their heirs, successors and assigns, executes this AFFIDAVIT OF PAYMENT, LIEN WAIVER & RELEASE ("Release") and certifies as follows:

\_\_\_\_\_ (Sub Name) \_\_\_\_\_ (Sub Address)

1. Upon receipt of the above described final payment, the undersigned will have received payment in full for all services, labor, materials and equipment provided and all work performed in connection with the Project. Except for the above stated final payment, and as an inducement to PAYOR to make said final payment, the undersigned affirms that there are no outstanding claims against the PAYOR, the owner of the Project (the "Owner"), or any of their sureties/guarantors.

2. Upon receipt of the above described Payment, the undersigned does hereby forever release, waive, and discharge PAYOR, the Owner, their sureties, and any and all other guarantors or obligors on any bond or other undertaking, along with their insurers, partners, officers, directors, agents, employees, attorneys, successors, administrators, executors, heirs and assigns (collectively the "RELEASEES") from any and all actions, causes of action, suits, debts, accounts, claims, contracts, demands, agreements, encumbrances, controversies, judgments, obligations, damages and liabilities of any kind, nature and description, in law or equity, whether or not now known, suspected or claimed which the undersigned ever had, now has or hereafter may have or claim to have against the RELEASEES by reason of any act, transaction, practice, conduct or omission of RELEASEES or any matter, cause, effect, or thing of any kind whatsoever that arose or occurred prior to the date hereof, including, without limitation, any that could have been alleged or asserted in any action relating to the Project.

3. Except to any extent prohibited by law, in which case the provisions of this paragraph shall be severed herefrom, leaving all other terms, conditions, covenants, warranties and representations of this Release in full force and effect, the undersigned hereby releases, discharges, relinquishes and waives any and all liens or rights to lien which may exist under the statutes of the Commonwealth of Massachusetts on account of any services, labor, materials and/or equipment furnished by the undersigned with respect to the Project.

4. The undersigned warrants that all potential lien or bond claimants whose claims arise from the undersigned's work, including but not limited to laborers, trustees of employee benefit groups, materialmen, suppliers, subcontractors, and any other service providers engaged or employed by the undersigned in connection with the Project, (collectively the "CLAIMANTS"), have been paid in full and that none of such CLAIMANTS has any claim, demand or lien against the Project, and that all applicable taxes, fee and benefits relating to the undersigned's work have been paid in full.

5. The undersigned hereby agrees to indemnify and hold harmless the RELEASEES from any and all damages, costs, expenses, demands, causes of action, suits, debts, accounts, encumbrances, judgments, claims, demands and legal fees, directly or indirectly arising from any claim or lien by any CLAIMANT or other party which provided labor, services, equipment or materials to or on behalf of the undersigned in connection with the Project.

6. The undersigned has not and will not assign any claim or lien against any of the RELEASEES. The undersigned warrants that no security interest has been given or executed by the undersigned for in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the Project.

7. This RELEASE shall be an independent covenant and shall operate and be effective with respect to all work, services, labor, equipment or materials furnished in connection with the Project under any contract or supplemental contract, whether oral or written, and shall be applicable to any and all contract, extra or additional work performed or costs incurred at any time with respect to the Project.

IN WITNESS WHEREOF, with all right, power, and authority required to execute this instrument, this AFFIDAVIT OF PAYMENT, LIEN WAIVER & RELEASE has been executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS: \_\_\_\_\_ (Name)

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_, Duly Authorized

Subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: