

AFFIDAVIT AND WAIVER OF LIENS

FINAL

PARTIAL

PAYMENT TO FOLLOW

OWNER:

The Northwestern Mutual Life Insurance Company

CONTRACT FOR:

PREMISES:

901 15th Street NW
Washington, DC 20005

CONTRACT DATE:

MANAGER:

Cushman & Wakefield, Inc.

CONTRACTOR:

_____ being duly sworn states that he or she is the _____ of Contractor, which contracted with Owner to furnish certain materials and labor as follows: _____ ("Scope of Services") for the Project and Premises, DOES HEREBY STATE, WARRANT AND REPRESENT ON BEHALF OF THE CONTRACTOR the following:

PARTIAL WAIVER That the current balance due from Owner is the sum of (\$_____). The undersigned Contractor does hereby further acknowledge and represent that through the date hereof the undersigned has received payments totaling \$_____ for labor, subcontractors, suppliers, equipment and/or materials supplied to the Project.

- Receipt of which is hereby acknowledged; or
- Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIENS and which is given to and for said amount effective upon receipt of such payment.

FINAL WAIVER That the final balance due from Owner is the sum of (\$_____).

- Receipt of which is hereby acknowledged; or
- Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIEN which is given to and for said amount effective upon receipt of such payment.

THEREFORE, through the date hereof, Contractor waives and releases the Owner, Manager, and Project of all liens or claims for materials, equipment, labor, superintendence and other work or Scope of Services performed or furnished by Contractor and further affirms that no other party has any claim or right to lien on account of any materials, equipment, labor, superintendence and other work or Scope of Services performed or furnished to or for Contractor for the Project. Contractor agrees to indemnify, defend and hold the Owner, Manager, and Project harmless, including costs and attorneys' fees, from and against any and all claims or liens for any materials, supplies, equipment or labor furnished for, in connection with or incorporated into the Project by, through or under Contractor prior to the date hereof. This Affidavit and Waiver of Liens is given to induce the Owner to pay the amount indicated above. Contractor represents that all employees, subcontractors or materialmen have been paid or will be paid from these funds.

That through the date hereof, all Affidavits and Waiver of Liens are true, correct and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said Affidavits and Waiver of Liens.

This instrument has been executed as of the _____ day of _____, 20____.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me the undersigned authority on this _____ day of _____, 20____.

Notary Public, State of _____

Printed Name of
Notary

[SEAL]
My Commission Expires:
