

**SUBCONTRACTOR'S PARTIAL WAIVER AND RELEASE OF LIENS, AFFIDAVIT  
OF BILLS PAID AND INDEMNIFICATION**

WHEREAS, the undersigned ("Subcontractor") entered into a written agreement with Cromwell Construction, Inc. ("Contractor") dated \_\_\_\_\_ in connection with the construction of improvements for the \_\_\_\_\_ ("Project")

owned by \_\_\_\_\_ ("Owner"), located at \_\_\_\_\_, State of Texas (the "Site") and;

WHEREAS, Subcontractor has performed labor at and/or furnished materials, or both, pursuant said Subcontract and is requesting payment in the amount of \$ \_\_\_\_\_ as partial payment for all labor performed and/or materials furnished for

the period ending on \_\_\_\_\_ on account of such labor performed and/or materials furnished:

NOW, THEREFORE, in order to induce Owner to make payment to Contractor and Contractor to make payment to Subcontractor of the above specified sum, the sufficiency of which is hereby acknowledged and agreed, Subcontractor agrees as follows:

1. Subcontractor hereby waives, relinquishes and releases any and all liens, rights of lien, claims, rights or charges of any nature whatsoever, and may have arisen or may arise in the future by virtue of all labor performed and/or materials supplies by the Subcontractor or its subcontractors and supplies on the Project up to and including the following date: \_\_\_\_\_, including any and all mechanic's or materialsmen's liens or claims for payment, which it may have or claim against Contractor, the Owner, the Site or this Project and any and all structures, buildings and other improvements located thereon arising under any law, including the law of the State where the Site is situated.

2. Subcontractor also certifies and warrants that it has paid all of its subcontractors and suppliers for their labor performed at and/or materials supplied to or incorporated into the Project through the date specified in paragraph 1 herein.

3. SUBCONTRACT AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER, CONTRACTOR, THEIR AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, WITNESS FEES (INCLUDING EXPERTS AND CONSULTANTS), OR OTHER DISPUTE RESOLUTION COSTS, ON ACCOUNT OF LIENS, CLAIMS OF LIEN, ENCUMBRANCE, DEBT, OR OBLIGATIONS ASSERTED BY ANY PERSON WHATSOEVER IN CONNECTION WITH SUBCONTRACTOR FOR ANY LABOR PERFORMED OR MATERIALS SUPPLIED BY OR THROUGH SUBCONTRACTOR TO THE PROJECT OR IN ANY OTHER WAY ARISING OUT OF THE PROJECT TO AND INCLUDING THE DATE SPECIFIED IN PARAGRAPH 1, ABOVE.

**EXECUTED THIS DAY**

**SUBCONTRACTOR INFORMATION:**

Company Name

Signed \_\_\_\_\_

Printed Name

Title

STATE OF TEXAS

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

On this day \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State personally appeared the individual who signed the foregoing Partial Waiver and Release of Liens, Affidavit of Bills Paid and Indemnification, being personally known to me, and acknowledge that he or she executed the foregoing instrument for the uses, purposes, and consideration therein expressed, and that the execution of the instrument was the free and voluntary act and deed of the Subcontractor named and further certified, and that if Subcontractor is a Corporation, it appeared by the officer who signed on its behalf, and such officer to me acknowledged that the execution was based on authority duly granted.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year written above.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires