

# CONTRACTOR'S FINAL AFFIDAVIT AND WAIVER OF LIENS

STATE OF GEORGIA

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

In person before the undersigned officer authorized to administer oaths came  
\_\_\_\_\_  
\_\_\_\_\_ [Name of Deponent],  
\_\_\_\_\_ [title] of \_\_\_\_\_  
[Name of Contractor] ("Contractor"), who, after being duly sworn, deposes and states on behalf  
of said Contractor that:

1. Deponent is an officer of Contractor and that he has the authority to issue this affidavit on behalf of Contractor.

2. Contractor acted as the sole general contractor in charge of and directly responsible for the building and construction of all improvements (the "Work") on certain property located at \_\_\_\_\_ [street address of property], in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Georgia, (the "Property"), all of which Work was performed pursuant to the terms of that certain agreement dated \_\_\_\_\_, 20\_\_\_\_ [insert date] (the "Agreement") by and between Contractor and \_\_\_\_\_ [Name of Owner or Agent] as the owner or agent of the owner of the Property ("Owner"). The Work includes, without limitation, all Work under or related to the Agreement and all change orders to the Agreement, and all supplemental contracts and subcontracts, whether oral or written, for any extra, additional or replacement labor or materials. Contractor is and has at all times been an independent contractor and is not and has not been an agent of Owner, and all of the Work was furnished and performed at the instance of Contractor as general contractor.

3. The Work has been fully and finally completed in strict accordance with the terms of the Agreement, and Contractor has at all times since the commencement of the Work been in direct charge of all aspects of the Work, and Contractor has obtained a current valid permanent certificate of occupancy for the Property and the Work, and the Work has been completed within the boundary lines of the Property.

Upon receipt of the sum of \$\_\_\_\_\_, Contractor acknowledges that Owner has paid Contractor the full contract price under the Agreement (the "Contract Price"), which Contract Price includes, without limitation, all invoices and sums due for labor, materials, fixtures, equipment and supplies of any type whatsoever used in the Work. Upon receipt of the said sum, all contractors, subcontractors, materialmen, suppliers, and laborers will be paid in full the agreed price or reasonable value for all materials and supplies ordered, used or furnished and services and labor rendered in connection with the Work, and none of such parties have or will have any claim, demand or lien against the Property, and all of the amounts paid by Owner to Contractor under the Agreement have been and will be used to pay for labor or materials used in the Work when no liens or claims of lien were filed or outstanding.

**THIS IS A 2-PAGE FORM.**