

## SUBCONTRACTOR'S INITIAL AFFIDAVIT

**Capitalized terms as used herein shall have the same meaning as they do in the Agreement dated \_\_\_\_\_ therein and entered into between the Contractor (as defined therein) and Subcontractor (as defined therein), pursuant to which the Subcontractor agreed to perform the Subcontract Work (as defined therein), unless otherwise defined herein. The aforementioned Agreement is attached hereto as Exhibit A.**

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ ("Deponent"), known to me to be the person whose name is subscribed below, and who, after being duly sworn, deposes and states on oath that:

1. Deponent represents and warrants to the Owner and Contractor that Deponent is the principal of the Subcontractor, and is fully authorized to make this Affidavit, and has actual, personal knowledge of the matters set forth herein.
2. Deponent represents and warrants to the Owner and Contractor that the Subcontract Work will be performed strictly in accordance with the terms of the Agreement.
3. The Deponent represents and warrants to the Owner and Contractor that only those parties, subcontractors, materialmen, suppliers, and/or vendors identified on Exhibit "B" ("Providers") attached hereto and made a part hereof will supply labor, services or materials in connection with the Project. **NOTE:** If there will be no Providers, please insert the word "None" on the attached Exhibit B.
4. Deponent represents and warrants to the Owner and Contractor that all bills related to or in connection with the Providers used in the performance of the Subcontract Work or used or delivered to the Project Location at Deponent's instance will be paid and satisfied in full.
5. Deponent represents and warrants to the Owner and Contractor that all Providers, who will furnish labor, services and/or material to the Project Location at Deponent's instance will be paid the price agreed to between the Subcontractor and all such Providers (including an amount of not less than the reasonable value of the labor, services, and/or materials furnished in the performance of the work by any Providers).
6. In connection with the construction of the Improvements on the Property, the Deponent represents and warrants to the Owner and Contractor that he/she/it has not and/or will not receive (directly or indirectly) any rebate, fee, gift, commission or thing of value on account of such construction from any Providers or any other party;
7. The Deponent represents and warrants to Owner and Contractor that all Subcontract Work will be performed in accordance with the Agreement; and all of Deponent's obligations will be performed strictly in accordance with the terms of the Agreement.

Name : \_\_\_\_\_

SIGN HERE: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_, by \_\_\_\_\_, who is personally known to me or who  
produced a driver's license or other form of reputable government I.D. as identification and who did  
take an oath.

Notary Public State of \_\_\_\_\_

My Commission Expires:

Exhibit A

Exhibit B

Those parties, subcontractors, materialmen, suppliers, and/or vendors that will supply labor, services or materials in connection with the Project.