

Distribution	SUBJECT	Date
	PROGRESS PAYMENT AFFIDAVIT AND LIEN WAIVER	09-01-2014

**PURPOSE:** To insure that a Vendor has been paid in full for services rendered by the General Contractor and that the Vendor has paid all of his bills in relation to work performed for General Contractor

**ISSUED BY:** Accounting Department

**PROCEDURE:**

1. AP prepares a Lien Waiver for each check issued, as required and remits to the Subcontractor or Supplier with each payment.
2. Construction personnel must be sure that all lien waivers are properly completed by the Subcontractors and Suppliers. This includes the following:
  - a. Date filled in
  - b. Name of Company
  - c. Signature of an officer or authorized representative (see Attachment H- Signature Authorization)
  - d. Title of person signing for the company
  - e. The lien waivers need to be notarized prior to return to our office
3. Accounting will keep a record of all lien waivers and will not release any future payments to any Subcontractor until he has remitted his previous Lien Waiver
4. AP will check each lien waiver to make sure that it is signed by a duly authorized signer as shown on Attachment H, Signature Authorization to the SSCA or MSA.

We have received some Lien Waivers in the past that have not been properly executed. They will be returned to the Superintendent to obtain the proper information if they are not completed properly.

RECEIVED JUL 5 2014

PROGRESS PAYMENT AFFIDAVIT  
AND LIEN WAIVER

**EXAMPLE**

State of Florida, County of Marion

BEFORE ME, the undersigned authority, personally appeared the person identified below, appearing both personally and in the representative capacity of the entity (the "Lienor") as stated below, who, after being first duly sworn, deposes and says of his/her own personal knowledge that:

1. He/she is (check one):
  - A sole proprietor, or
  - An officer of the Lienor, and as such, has personal knowledge of the matters set forth herein.
2. Pursuant to the Subcontract Agreement with Flynn Development Corporation, Lienor has furnished and will furnish labor, materials and/or services for the purpose of improving real property more particularly described as:
 

PARCEL 1: BEGINNING AT THE SE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY FL; THENCE N. 00°52'23" W ALONG THE WEST R/W LINE OF COUNTY ROAD (50'R/W) FOR 395.41 FEET; THENCE S 89°25'26" W. FOR 661.83 FEET; THENCE S 02°35'11" E (ALSO BEING ALONG OLD FENCE LINE) FOR 395.67 FEET TO THE SOUTH LINE OF SAID SE 1/4 OF THE NE 1/4; THENCE N 89°25'54" E. ALONG SAID SOUTH LINE FOR 650.00 FEET TO POINT OF BEGINNING

PARCEL 2: A PORTION OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 27 TOWNSHIP 16 SOUTH, RANGE 18 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 27 TOWNSHIP 16 SOUTH RANGE 18 EAST, MARION COUNTY, FL; THENCE N 00°52'23" W ALONG THE WEST RIGHT OF WAY LINE OF COUNTY ROAD (50 FEET RIGHT OF WAY) FOR 395.41 FEET FOR POINT OF BEGINNING; THENCE CONTINUE N 00°52'23" W ALONG SAID COURSE FOR 270.67 FEET; THENCE S 89°08'01" W FOR 662.21 FEET; THENCE S 00°57'25" E., FOR 267.22 FEET; THENCE N 89°25'56" E FOR 661.83 FEET TO THE POINT OF BEGINNING.
3. This affidavit is executed in order to induce the Contractor to make a progress payment to the Lienor.
4. Lienor certifies that
  1. All of the Subcontract Work (as defined in the Subcontract Agreement) covered by the attached Purchase Order and all prior Purchase Orders has been completed in accordance with the Contract Documents, and
  2. All amounts have been paid by the Lienor for Subcontract Work for which previous Purchase Orders were issued and payments were received by the Subcontractor, and
  3. All sub-subcontractors, laborers, materialmen and suppliers who have provided labor, materials or services in the performance of the Subcontract Work for which payment is sought by the attached Purchase Order have been paid in full, except for those listed below in the amounts as stated below:

Unpaid person/entity's name	Phone #	Amount owed
None	( )	\$
	( )	\$

The undersigned Lienor, in consideration of value received, hereby waives and releases its lien or claims and right to claim a lien or other claim for labor, services or materials furnished through 05/05/2014 to RHHR, Ltd. on the job of RHHR, Ltd. This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

TRAVELING TOOLS RESIDENTIAL, INC.

By: Phyllis Sheerman  
(signature)  
Phyllis Sheerman  
(print name of affiant here)  
 Its: PRESIDENT  
(title)

SWORN TO AND SUBSCRIBED before me this 04<sup>th</sup> day of July 2014, by Phyllis Sheerman as PRESIDENT of TRAVELING TOOLS INC, who is personally known to me or who has produced P.D.C. as identification and who did take an oath. If the type of identification is not set forth above, the affiant is personally known to the undersigned notary public.



[Signature]  
 Signature of Notary Public  
 My Commission Expires.