

ESD Project No.	
ESD Requisition No	

SUBCONTRACTOR'S AFFIDAVIT, FINAL WAIVER OF CLAIMS AND LIENS, AND RELEASE OF RIGHTS

STATE OF NEW YORK)			
COUNTY OF) SS.:)			
The undersigned, who is the	of	(the	"Subcontractor") whic	h performed work
The undersigned, who is theunder a subcontract with	("Contractor") for Pro	oject #decla	ares that its Subcontra	ct with the
Contractor is in the total amount of \$				
In consideration of the amounts and sums previous	iously received, and the last and fir	nal payment of \$	being full and fina	al payment of the
amount due, the Subcontractor does hereby ac	knowledge that it has been paid in	full for all work it perf	ormed on the Project	and that it further
hereby releases ("Owner") and the Ne	w York State Urban Development (Corporation d/b/a Emp	pire State Developmen	t ("ESD") from any
and all claims and liens, and further waives any	and all rights to liens upon the pre-	mises described belov	v (which may be more	particularly
described by an Exhibit "A" attached), and upor	n improvements now or hereafter r	nade thereon, and up	on the monies or othe	r considerations due
or to become due from the Owner or ESD or fro	om any other person, firm or corpo	ration, said claims and	l liens and rights to lier	ns being on account
of labor, services, materials, fixtures or apparat	us furnished by or which may be fu	rnished at any time h	ereafter by or at the re	quest of the
undersigned. The premises as to which said cla	ims and liens and rights to liens are	hereby released are	identified as follows:	
Project Name:				
Address or Project: County				
City: County	<i>!</i> :	State:		
The undersigned further represents and warran	nts that he/she is duly authorized a	nd emnowered to sign	and execute this wavi	ier on his/her own
behalf and on behalf of the Subcontractor for w				
materials of the specified quality per plans and				
been paid in full for all work it performed on the				
materials, equipment and services that Subcont			• • •	
that Subcontractor has no outstanding and unp		·		
materials, as of the date of the aforementioned				
incorporated into the above premises were eith			-	
on the statement accompanying the last and fir			, , ,	
The undersigned further agrees to reimburse ar	nd does hold harmless and fully ind	lemnify Owner, ESD ar	nd	for any
losses or expenses should any such claim, lien, o				n or subcontractor of
the undersigned), including, without implied lim	nitation, attorneys' fees incurred in	the defense thereof.		
In addition, for and in consideration of the amo	unts and sums received, the Subco	ntractor hereby waive	es, releases and relinqu	ishes any and all
claims, rights or causes of action whatsoever th	e Subcontractor had, has or may ha	ave against the Owner	and ESD arising out of	f or in the course of
the work performed on the above-mentioned p	roject, contract or event.			
Contractor:				
Ву:	Title:			
On this day of , 20	, before me the subscriber perso	nally appeared		to me, personally
On thisday of, 20 known, who being by me duly sworn, did depos	se and say that he/she resides at		that he/she is	of
	which executed the foregoing instr		<u> </u>	
	Notary Public			
		ion expires:		