



**EXHIBIT C-1
Subcontractor Affidavit Regarding
UNCONDITIONAL PARTIAL WAIVER,
Release of Lien and/or Bond Rights & Indemnity ["AFFIDAVIT"]**

CONTRACTOR: CG Schmidt, Inc. ["CGS"] **SUBCONTRACT NO.:**

PROJECT NAME & ADDRESS:

PROJECT OWNER:

SUBCONTRACTOR NAME & ADDRESS:

APPLICATION FOR PAYMENT: NO. _____

**DATE OF LAST WORK COVERED UNDER THIS
AFFIDAVIT ["Affidavit Period"]:** _____, 20____

The undersigned, being first duly sworn on oath, states and acknowledges as follows:

1. I am the duly authorized agent for Subcontractor, which has authorized me to make this Affidavit, to make the assertions, and to grant the waivers, releases and indemnities set forth below, on its behalf. I hereby confirm that all of the facts and recitations in this Affidavit are true and correct.
2. This Affidavit is submitted by Subcontractor to support its entitlement to obtain payment for the above Application for Payment, and is part of the consideration for that payment, regarding anything provided to the Project including but not limited to all site inspection, labor, supervision, administration, services, materials, tools, fixtures and equipment, delivered and incorporated into, furnished or used in performance of, or stored off site from the Project; all trade union and related benefit fund compensation and benefits; federal, state and local employment, sales, and other taxes and royalties; bonuses and other fringe benefits; licenses, permits, approvals, tariffs, duties or similar charges; shop drawings, and other submittals furnished by Subcontractor or its subcontractors and suppliers of every tier ["Work"] for the Affidavit Period.
3. Subcontractor hereby forever waives and releases CGS, the Project Owner, their sureties, lenders and guarantors, any title companies examining or updating title to the Project property, and their respective successors and assigns, in and to all of Subcontractor's rights existing now or arising hereafter a) to assert a construction lien upon the real property or improvements of the Project or a bond claim against CGS and/or any surety for its own Work; and b) to assert or allege claims or causes of action arising out of the Project for the Affidavit Period, except those identified in Paragraph 6 below.
4. The following are all the Subcontractor's subcontractors and suppliers of every tier, including Trade Unions/Benefit Plans, that furnished or supplied portions of the Work reflected in this Application for Payment, and the amounts due or to become due for those construction activities:

NAME	TYPE OF WORK	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR & MATERIAL TO COMPLETE					



EXHIBIT C-1 (continued)

TRADE UNION/BENEFIT FUNDS	LOCAL

- 5. Subcontractor affirms it has paid and fully satisfied all amounts due, and/or has actual knowledge that amounts owed have been fully paid to, its subcontractors and suppliers of every tier for their respective portions of the Work that are the subject of all of Subcontractor's preceding Applications for Payment.
- 6. Except for retainage withheld pursuant to the Subcontract, Subcontractor has no outstanding claims against CGS, its sureties, the Project Owner, and/or its lenders or guarantors, arising out of Subcontractor's performance on the Project unless listed below:

Claim(s): *List by date, description, amount and any schedule changes sought*

Subcontractor further warrants and represents that no claim(s) identified in this Paragraph are included in the above Application for Payment.

- 7. Subcontractor has a) not assigned its lien and/or bond rights to any other party, b) not given or executed any agreement creating a security interest in or to the labor, materials, fixtures, appliances, or equipment it has furnished for the Project, and c) is able to convey clear title to them in exchange for receipt of payment for the above Application for Payment.
- 8. Except as expressly reserved in Paragraph 6 above, Subcontractor agrees to indemnify and hold harmless CGS, its sureties, the Project Owner, its lenders, guarantors, and the title company insuring the Project (if any): a) for all losses, costs, damages, expenses, demands and allegations of whatever kind or character, and any lien or bond claims or assertion of rights in and to improved property (including all reasonable attorney fees and any costs of collection and appeal) directly or indirectly arising from or relating to Subcontractor's Work performed on the Project through the Affidavit Period and for each of the last preceding Affidavit Periods for its subcontractors and suppliers of every tier, and their lenders, guarantors, sureties, trade unions, assigns or other third parties (collectively, "Lien/Bond Claims"); b) for all rights waived or released in this Affidavit, and c) any misrepresentation or inaccuracy in this Affidavit. In the alternative, at CGS' option, it may tender defense, and Subcontractor agrees to undertake such defense, of Lien/Bond Claims at Subcontractor's sole expense.

Dated this ____ day of _____, 20____.

Subcontractor: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me
this ____ day of _____, 20____.

Notary Public, State of _____
My Commission Expires: _____