



**AFFIDAVIT OF PAYMENT and
WAIVER AND RELEASE OF CLAIMS UPON INTERIM PAYMENT**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the payment by or on behalf of **John W. Rooker and Associates** (hereinafter referred to as “**Rooker**” or “**Constructor**”) of the amount of _____, conditional upon its receipt, and in inducement of such payment in reliance by Constructor upon the assertions set forth herein, the sufficiency of which consideration is hereby acknowledged and agreed, the UNDERSIGNED hereby:

1. Releases Constructor, its parent and affiliated companies, their sureties, and their principals, agents, servants and employees, successors and assigns and the Owner of the Project of and from, and further waives and relinquishes, any and all claims or demands for payment of every kind or character, and related causes of action, including any claims for work performed including extra or additional work, changed conditions, extended project duration, additional direct or indirect cost including general or project overhead, or any profit relating thereto, or any delay or schedule related costs, including claims and demands arising from any claimed delays, disruptions, accelerations, cumulative impact or changes to the work (all collectively referred to as “Claims”), which the Undersigned has or could have as of the date of this Affidavit for or relating to work performed through such date, save and except **only** those such properly assertable claims for amounts not included in this payment amount above and identified at the time of the application for Final Payment and as noted in Exhibit A, which must be attached hereto. *If there is an Exhibit A, place an asterisk (“*”) in the designated location below, otherwise no claims (or Exhibit A) will be deemed to exist.*

2. Represents and affirms that all persons or entities providing labor, equipment, materials or services, directly or indirectly, to the Undersigned relative to its performance of work on and/or furnishing of labor, services, equipment or materials to the Project have been paid all amounts due and owing under the respective agreements with such persons or entities for such labor, equipment, materials or services furnished through the date of this Affidavit and will first pay out of the proceeds of such payment upon its receipt any further amounts that become due in the future to such persons and entities for such labor, equipment, materials or services.

This Release of Claims is given pursuant to the terms of the Subcontract or Purchase Order, as applicable, by and between Constructor and the Undersigned on the Project described as

_____.

EXHIBIT “A” ATTACHED [___]

IN WITNESS WHEREOF, the Undersigned, acting through its duly authorized representative, has signed this Affidavit of Payment and Waiver and Release of Claims on this _____ day of _____, 20____ *[Note: this date should, be the last date of the interim payment period for which such payment is requested].*

UNDERSIGNED: _____

(Company name)

(Seal)

By: _____

(Signature)

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed, sealed and acknowledged before me this ____ day of _____, 20__, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____

Notary Public

My Commission expires: _____ (Notary Seal)

Subcontract Attachment ____

Interim Affidavit of Payment and Waiver of Claims