

**GENERAL CONTRACTOR'S AFFIDAVIT  
REGARDING MECHANICS' LIENS UNDER RSA 447:12-a**

DATE: \_\_\_\_\_, 20\_\_\_\_

TO: First American Title Insurance Company,  
or any other title insurance company (the Title Company) and  
\_\_\_\_\_ (the Mortgagee/Lender)

FROM: \_\_\_\_\_ (General Contractor)

RE: \_\_\_\_\_ (Name of Project)  
\_\_\_\_\_ (Jobsite Address)  
\_\_\_\_\_ (Jobsite City, State)

REQUISITION #: \_\_\_\_\_

REQUISITION AMOUNT: \$ \_\_\_\_\_

FOR PERIOD ENDING: \_\_\_\_\_

The undersigned, being duly sworn under oath, hereby deposes and says as follows:

- I. Identity; Authority. I am the \_\_\_\_\_ (Title) and am duly authorized to make this statement on its behalf.
- II. Prior Requisitions. I hereby state as follows with respect to work on the Project covered by prior requisitions (if any):
  - A. Past Work Performed. All work performed and materials supplied on the Project by General Contractor and subcontractors and materialmen with whom General Contractor has subcontracted which has been covered by prior requisitions has been performed or supplied.
  - B. Past Work Paid For. The General Contractor and Subcontractors/ materialmen have been paid for all labor and material on the Project covered by prior requisitions, except retainage as stated on Schedule A.
  - C. Waiver of Lien by General Contractor as to Work Already Paid For. General Contractor hereby waives any and all right that it may have to place a Mechanic's Lien on the Premises on account of work performed on the Project for which it has already been paid.
  - D. Waivers of Liens by Subcontractors/materialmen as to Work Already Paid For. Attached are lien waivers as Schedule B from all Subcontractors/ materialmen identified on Schedule A of the Affidavit furnished by General Contractor in connection with the most recently paid requisition.
- III. Current Requisition. I hereby state as follows with respect to work on the Project covered by Current Requisition:
  - A. Work Performed. All work on the Project covered by Current Requisition has been performed and is in accordance with the plans and specifications.

- B. Identity of all Subcontractors/materialmen who are owed. Schedule A, attached hereto and made a part hereof, is a history of all Subcontractors/material who have performed work on the Project since the prior requisition in amounts in excess of \$1,000.00.
  - C. Payment for Work. All sums paid to General Contractor pursuant to Current Requisition will either be retained by General Contractor for sums due it or paid to Subcontractors/materialmen for labor/material actually supplied on the Project.
  - D. Delivery of Lien Waivers Prior to Payment of Next. At or prior to the time that the next requisition or within 30 days (whichever comes first) General Contractor will (i) waive its right to place a mechanic's lien on the Premises by virtue of work covered by Current Requisition; and (ii) will deliver lien waivers from all Subcontractors/materialmen identified on Schedule A as to work covered by Current Requisition.
- IV. I have no notice of any claim of any subcontractor, laborer or materialman against the Jobsite for any past due bill or notice requiring two-party checks.
  - V. If any mechanics liens are recorded against said Jobsite, General Contractor will immediately cause the same to be removed by bonding the same, by payment or by any other process or manner which will effectively remove any and all such liens from said Jobsite.
  - VI. To the best of my knowledge and belief the Identification of Construction Lender and the Notice of Anticipated Funding as required by the NH RSA 447-12b have been properly posted.
  - VII. Indemnity. General Contractor agrees to defend, indemnify and hold you harmless from and against any and all liability arising in any way out of the falsity of the statements made above.

Dated as of the day and date first above written.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_,  
its duly authorized \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name), the duly authorized \_\_\_\_\_ (title) of \_\_\_\_\_, a corporation organized under the laws of the State of New Hampshire, on behalf of said corporation.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My Commission Expires:  
Notary Seal or Stamp



**SCHEDULE B TO GENERAL CONTRACTOR'S AFFIDAVIT**

**WAIVER OF LIEN**

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned, \_\_\_\_\_, has furnished materials and/or labor for the project known as \_\_\_\_\_ (Project), at \_\_\_\_\_ (Project Address), in \_\_\_\_\_ (Project City/State) on property owned by \_\_\_\_\_.

The undersigned hereby acknowledges receipt of \$\_\_\_\_\_ and waives and releases any and all liens or claim or right of lien under the statutes of the State of New Hampshire relating to mechanics' and materialmen's liens on the above-described premises and improvements thereon on account of labor and/or services, materials, fixtures, apparatus and machinery, furnished to the Project through \_\_\_\_\_, 20\_\_\_\_\_ (if no date is stated the execution date will be presumed to apply).

The undersigned also hereby certifies and affirms that it has paid in full all persons or entities who have, on its behalf, supplied labor or materials to the Project and that the undersigned will indemnify and hold \_\_\_\_\_ (Owner) and General Contractor harmless from any and all claims made by such suppliers of labor and materials.

I hereby certify that I am duly authorized to execute this instrument.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Corporate or Partnership Name (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_,  
its duly authorized \_\_\_\_\_