

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by **Person or Firm**¹ to furnish labor and materials for **nature and extent of work**² work, under a contract **Identify contract(s)**³ for improvement of the premises described as **improvements and location**⁴ in the **Name of Community**⁵, County of **Name of County**, State of New Mexico of which, **Name of Owner** is the Owner.

NOW, THEREFORE, this **0 day of Month, 2004**, for and in consideration of the sum of **\$0.00**⁶ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS: *Insert Exceptions*⁷

Name of sole ownership, corporation or partnership⁸

Name of Authorized Representative

Title

Signature of Authorized Representative

Date

1INSTRUCTIONS:

- Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- 2 Fill in the nature and extent of work; strike the word labor or the materials if not in the contract.
- 3 Identify contract(s) by number, description, and extent of work.
- 4 Describe improvements and location of the premises to exclude all others.
- 5 Name community, such as City of ____, Village of ____, or Unincorporated Area known as ____.
- 6 Amount shown should be the amount actually received and equal to the total adjusted contract.
- 7 If none, write "None". If required by Owner, Contractor shall furnish bond satisfactory to Owner for each exception.
- 8 If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing affidavit should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate as partner.