

# Attachment E

Release and Affidavit from Contractor

**RELEASE AND AFFIDAVIT FROM CONTRACTOR**

COUNTY OF BAY

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (“Contractor”) who after being duly sworn, deposes and says on behalf of Contractor:

(1) Contractor and the City of Panama City Beach (the “City”) have entered into that certain Agreement dated \_\_\_\_\_ (the “Agreement”) for the construction of those certain improvements described therein.

(2) In accordance with the Contract Documents (as that term is defined in the Agreement) and in consideration of \$\_\_\_\_\_ paid by the City to Contractor, Contractor hereby releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims, demands, costs and expenses, whether in contract or in tort, against the City arising out of or relating to the Contract Documents and the performance of the Work for the period through \_\_\_\_\_, except for those pending changes identified in the attached Change Order Recap sheet.

(3) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, all claims, demands, costs and other expenses arising out of or relating to the performance of the Work for which the City might be sued or for which a lien or demand against any payment bond might be filed, have been fully satisfied and paid through \_\_\_\_\_ [Note: This should be the number or date of the last payment application paid to the Contractor].

(4) Contractor certifies that attached hereto is a true and correct copy of a list of all subcontractors and purchase orders entered into by Contractor with respect to the Work, which sets forth (i) the full amount of the subcontract price or purchase order amount, (ii) the remaining balance of each subcontract price or purchase order amount through the current monthly payment application towards the outstanding balance of the subcontract price or purchase order amount.

(5) Contractor agrees to indemnify, defend, and save harmless the City from all demands or suits, actions, claims of liens, or other charges filed or asserted against the City arising out of the performance of the Work required under the Contract Documents, to the extent any such demand or suit, action, claim of lien, or other charge is due to the fault or neglect of the Contractor or anyone for whom the Contractor is responsible.

(6) This release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment Number \_\_\_\_\_.

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_, on behalf of the corporation. He/she is personally known

to me OR has produced \_\_\_\_\_ as identified and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFIX OFFICIAL SEAL)

Notary Public, State of

\_\_\_\_\_  
Serial Number, If Any: \_\_\_\_\_

# Attachment F

Release and Affidavit from Subcontractor

**RELEASE AND AFFIDAVIT FROM SUBCONTRACTOR**

COUNTY OF BAY

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (“Subcontractor”) who after being duly sworn, deposes and says on behalf of Contractor:

(1) \_\_\_\_\_ (the “Contractor”) and the City of Panama City Beach (the “City”) have entered into that certain Agreement dated \_\_\_\_\_ (the “Agreement”) for the construction of that certain Agreement dated \_\_\_\_\_ (the “Agreement”) for construction of those certain improvements described there in. Subcontractor and Contractor entered into that certain subcontract agreement (the “Subcontract”) dated \_\_\_\_\_ for which Subcontractor is responsible for a portion of the work set forth in the Agreement (“Subcontract Work”).

(2) In accordance with the Contract Documents (as that term is defined in the Agreement) and in consideration of \$\_\_\_\_\_ paid by the Contractor to Subcontractor, Subcontractor hereby releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims, demands, costs and expenses, whether in contract or in tort, against the Contractor and the City arising out of or relating to the Contract Documents and the performance of the Subcontract Work for the period through \_\_\_\_\_, except for those pending changes identified in the attached Change Order Recap sheet.

(3) Subcontractor certifies for itself and its subcontractors, materialmen, successors and assigns, all claims, demands, costs and other expenses arising out of or relating to

the performance of the Subcontract Work for which the Contractor or the City might be sued or for which a lien or demand against any payment bond might be filed, have been fully satisfied and paid through \_\_\_\_\_ **[Note: This should be the number or date of the last payment application paid to the Subcontractor].**

(4) Subcontractor certifies that attached hereto is a true and correct copy of a list of all sub-subcontractors and purchase orders entered into by Subcontractor with respect to the Subcontract Work, which sets forth (i) the full amount of the sub-subcontract price or purchase order amount, (ii) the remaining balance of each sub-subcontract price or purchase order amount through the current monthly payment application, and (iii) the amount that will be paid out of the current monthly payment application towards the outstanding balance of the sub-subcontract price or purchase order amount.

(5) Subcontractor agrees to indemnify, defend, and save harmless the Contractor and the City from all demands or suits, actions, claims of liens, or other charges filed or asserted against the Contractor or the City arising out of or relating to the performance of the Subcontract Work required under the Contract Documents, to the extent any such demand or suit, action, claim of lien, or other charge is due to the fault or neglect of the Subcontractor or anyone for whom the Subcontractor is responsible.

(6) This release and Affidavit is given in connection with Subcontractor's (monthly/final) Application for Payment Number \_\_\_\_\_.

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_  
\_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a Florida \_\_\_\_\_, on behalf of the corporation. He/she is personally known  
to me OR has produced \_\_\_\_\_ as identified and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFIX OFFICIAL SEAL)

Notary Public, State of

\_\_\_\_\_  
Serial Number, If Any: \_\_\_\_\_