

# SWORN STATEMENT

STATE OF MICHIGAN  
 COUNTY OF GENESEE

I, \_\_\_\_\_, being duly sworn, deposes and says the following:

That \_\_\_\_\_

The contractor (sub) contractor for an improvement to the following described real property situated in GENESEE County, Michigan, described as follows:

\_\_\_\_\_

That the following is a statement of each subcontractor and supplier and laborer, for whom the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee of the property, and that the amounts due to the person as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address & Phone Number of Subcontractor or Supplier	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to Complete
<b>Totals</b>					

(some columns are not applicable to all persons listed)

The contractor has not procured material from, or subcontracted with; any person other than those set forth, and owes no money for the improvement other than the sums set forth above.

I make this statement as the Owner of the Contractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act 1980 PA 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

\_\_\_\_\_  
Deponent Printed Name

\_\_\_\_\_  
Deponent Signature

WARNING TO DEPONENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Genesee County, Michigan  
My Commission Expires: \_\_\_\_\_

\*Material furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

## WAIVER OF LIEN

MY/OUR CONTRACT WITH \_\_\_\_\_  
TO PROVIDE \_\_\_\_\_  
FOR THE IMPROVEMENT TO \_\_\_\_\_

(CHECK ONE)

\_\_\_ PARTIAL CONDITIONAL  
HEREBY WAIVE MY/OUR CONSTRUCTION LIEN TO THE AMOUNT OF  
\$ \_\_\_\_\_ FOR LABOR/MATERIALS PROVIDED THROUGH (DATE)  
\_\_\_\_\_. THIS WAIVER, TOGETHER WITH ALL PREVIOUS  
WAIVERS, IF ANY, (CIRCLE ONE) DOES/DOES NOT COVER ALL  
AMOUNTS DUE TO ME/US FOR CONTRACT IMPROVEMENT PROVIDED  
THROUGH THE DATE SHOWN ABOVE. THIS WAIVER IS  
CONDITIONED ON ACTUAL PAYMENT OF \$ \_\_\_\_\_.

\_\_\_ PARTIAL UNCONDITIONAL  
HAVING BEEN FULLY PAID AND SATISFIED, HEREBY WAIVE MY/OUR  
CONSTRUCTION LIEN TO THE AMOUNT OF \$ \_\_\_\_\_ FOR  
LABOR/MATERIALS PROVIDED THROUGH (DATE) \_\_\_\_\_. THE  
WAIVER, TOGETHER WITH ALL PREVIOUS WAIVERS, IF ANY, (CIRCLE  
ONE) DOES/DOES NOT COVER ALL AMOUNTS DUE TO ME/US FOR  
CONTRACT IMPROVEMENT PROVIDED THROUGH THE DATE SHOWN  
ABOVE.

\_\_\_ FULL CONDITIONAL  
HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR  
CONSTRUCTION LIEN RIGHTS AGAINST SUCH PROPERTY ARE  
HEREBY WAIVED AND RELEASED. THIS WAIVER IS CONDITIONED  
ON ACTUAL PAYMENT OF \$ \_\_\_\_\_.

\_\_\_ FULL UNCONDITIONAL  
HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR  
CONSTRUCTION LIEN RIGHTS SUCH PROPERTY ARE HEREBY  
WAIVED AND RELEASED.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_