

# DISCLOSURE AFFIDAVIT

State of Texas  
 County of \_\_\_\_\_

Project Name: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Project Owner: \_\_\_\_\_  
**Company Name:** \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, a resident of \_\_\_\_\_, State of Texas, who by me first duly sworn, deposed and said:

My name is \_\_\_\_\_ and I am (title) \_\_\_\_\_ of (company) \_\_\_\_\_ hereinafter called the Company, and I am duly authorized to make this Affidavit.

**The Company and I do both represent and warrant that below is a complete list of all Vendors, Material men, Suppliers, and Subcontractors that we will use on the above referenced Project:**

Description of Work	Company Name & Phone	Total Amount for Project	Current Payment Due	Total Paid To Date	Balance To Finish Including Retainage
TOTALS					

I, and the Company, do both further represent and warrant that we shall not substitute any of the above Vendors, Materialmen, Suppliers or Subcontractors without the prior written consent from HASEN Construction Services, which shall not be unreasonably withheld.

If for any reason any of the above Vendors, Materialmen, Suppliers, or Subcontractors are unacceptable to HASEN Construction Services, I, and the Company, do both agree to submit a Vendor, Materialmen or Supplier that is reasonably acceptable to HASEN Construction Services.

I, and the Company, do both agree that upon obtaining payments from HASEN Construction Services, we shall promptly pay our Vendors, Materialmen and Suppliers, and shall take any other action necessary to prevent the filing of any liens on the Project.

The Company, and I do both agree to obtain lien waivers and releases from all of the above Vendors, Materialmen, Suppliers, or Subcontractors , on the HASEN provided Release of Liens and Claims form which is attached hereto as Exhibit A and submit the forms with the Monthly Payment Request. The Company and I acknowledge that it is an express condition precedent to payment that the Release of Liens and Claims forms be properly executed and submitted with the Monthly Payment Request.

The Company, and I do both agree that HASEN Construction Services, may contact any of the above listed Vendors, Materialmen, Suppliers, or Subcontractors to verify that timely payments have been made. If such payments have not been made, HASEN Construction Services is authorized to withhold future payments in amount sufficient to protect HASEN Construction Services interests and/or may pay any vendor, materialman, supplier or subcontractor to the Company directly and deduct said amount from Company's contract balance, provided that Company confirms that the amount is due and owing.

I, and the Company, do both further agree to indemnify and hold harmless HASEN Construction Services, owner, and architect from any and all claims, liens, judgments, damages, costs (including court costs, expert or consulting witness fees and attorney's fees incurred by the HASEN Construction Services, owner, and architect from any and all claims and expenses suffered or incurred as a result of our failure to pay for labor, material or subcontracted work used in connection with, or specifically fabricated for, the work performed under the Agreement.

*Company Name:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public, State of: Texas

Printed Name of Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_