

**CONTRACTOR'S AFFIDAVIT AND STATEMENT**

STATE OF WISCONSIN

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn on oath deposes and says as follows:

I am \_\_\_\_\_ of \_\_\_\_\_, the general contractor who has entered into a building contract for furnishing labor, materials, or both, in connection with the construction of an improvement on the property described in Lakeside Title & Closing Services, LLC (Lakeside Title) **Commitment No.** \_\_\_\_\_

Attached hereto as Exhibit A is a copy of my Cost Breakdown Schedule that identifies all subcontractors and suppliers I have contracted with or employed for the purpose of performing my obligations under the building contract I entered into with the owner of the property. Said subcontractors and suppliers have performed, are performing, or are to perform labor and have furnished, are now furnishing or are to furnish materials relating to the construction of the improvement.

The Cost Breakdown Schedule specifies the amounts due or to become due to said subcontractors and suppliers. I represent and warrant the said amounts specified in the Cost Breakdown Schedule are the bona fide sums due or to become due and that said amounts are not padded or inflated in any manner whatsoever.

Sub-contracts for labor and contracts for supplies/materials will be necessary to fulfill my obligations under my building contract. The Cost Breakdown Schedule identifies all subcontractors I have contracted with to provide materials, labor and/or work, which I am required to provide under the building contract.

As to any and all contracts to be let, I represent that the total cost for each line item specified in the Cost Breakdown Schedule will not exceed the amounts shown, and those amounts are fair and reasonable values for the materials, labor and/or other work as stated.

The amount shown on the Cost Breakdown Schedule after the word "Total Contract" is the total sum of the amounts now due and to become due to myself or the sub-contractors and/or suppliers. Said amount is, and will be, sufficient to pay and discharge any and all present and future liability of the owner and myself, in my capacity as authorized agent of the general contractor, under the aforementioned building contract, including all extras and deductions. There will be no further claim against, or liability on the part of, the owner or Lakeside Title for any other sums of money.

All lien waivers being provided to Lakeside Title are, and will be true, correct and genuine and are, and will be signed by the respective sub-contractor and/or supplier whose name appears thereon. The lien waivers are presented to cover the payments made to date by owner. All lien waivers were delivered to me by the respective person, or authorized agent, who signed the same. Said waivers were not obtained through any fraud, accident, mistake or duress, nor were they delivered on any condition whatsoever. Upon information and belief, there is no claim, either legal or equitable, which may be set up to defeat the validity of said waivers.

I will not authorize, directly or indirectly, the performance of any work or the furnishing of any materials on the property for any cause whatsoever, which would be an expense or claim above and beyond the amount set forth in the Cost Breakdown Schedule, without first obtaining the written consent of the owner and lender who is providing the construction loan financing.

