



Borrower and Contractor Affidavit of Project Completion & Contractor Final Conditional Lien Waiver and Full Release

BORROWER INFORMATION

Borrower and Co-Borrower Name(s): _____ (“I” or “We”)

Project Site Address: _____ (“Address”)

I/We hereby attest to Clean Energy Credit Union that: (1) the clean energy project located at the **Address** (specified above) has been completed by the **Contractor** (specified below) to my full satisfaction; and (2) if an inspection is required by the relevant Authority Having Jurisdiction (e.g. local government permit office), the project has passed such inspection.

Therefore, I/We hereby authorize Clean Energy Credit Union to fully disburse my/our entire loan proceeds to the Contractor, after which interest will accrue on the total loan amount.

_____	_____	_____
Print Borrower Name	Borrower Signature	Date
_____	_____	_____
Print Co-Borrower Name	Co-Borrower Signature	Date

CONTRACTOR INFORMATION

Contractor Name: _____ (“Contractor”)

Contractor Address: _____

Total Financed Amount: _____ (“Financed Amount”)

Contractor hereby attests to Clean Energy Credit Union that: (1) **Contractor** has provided labor, services, materials, and/or equipment for the construction of a clean energy project located at the **Address** (specified above); (2) such project has been fully completed; and (3) if an inspection is required by the relevant Authority Having Jurisdiction (e.g. local government permit office), the project has passed such inspection.

THE UNDERSIGNED **CONTRACTOR** DOES HEREBY WAIVE AND RELEASE ALL BOND CLAIMS, LIENS, OR CLAIMS OR RIGHT OF LIEN, STATUTORY OR OTHERWISE, AGAINST THE PROPERTY OR THE BORROWER AND ANY SURETIES, FOR LABOR, SERVICES, MATERIAL OR EQUIPMENT, AS PROVIDED BY THE UNDERSIGNED **CONTRACTOR** AND ANY LABORERS, SUBCONTRACTORS, MATERIALS PROVIDERS, AND OTHER PARTIES WORKING UNDER OR UTILIZED BY THE UNDERSIGNED **CONTRACTOR**, BUT ONLY TO THE EXTENT OF PAYMENT RECEIVED, AS INDICATED AND AS LIMITED BELOW.

CONDITIONAL RELEASE: This waiver and release is contingent upon the receipt of payment and final bank clearance of the **Financed Amount**. The remittance identified as payment and endorsed by the undersigned **Contractor** marked “Paid” or otherwise canceled by the bank against which said remittance was drawn, shall constitute conclusive proof that said remittance was paid and that payment thereof was received by the **Contractor**, and thereupon this waiver and release shall become effective automatically without the requirement of any further act, acknowledgement, or receipt on the part of the undersigned **Contractor**.

The undersigned **Contractor** further represents and warrants that all laborers, subcontractors, materials providers, and other parties working under or utilized by the undersigned **Contractor** on this construction project have been paid in full, and that final payment is being made to **Contractor** in specific reliance upon this warranty by **Contractor**. **Contractor** acknowledges that the **Financed Amount** above has been agreed to prior to issuance of the funds to the **Contractor**. **Contractor** further warrants under the pains and penalties of perjury that this construction project has been completed in accordance with the original cost estimate and scope of work submitted in connection with the loan application for this construction project.

_____	_____	_____
Print Name of Contractor’s Authorized Signatory	Signature	Date
_____	_____	_____
Title	Email	Phone