

INTERIM CERTIFICATE OF SUBCONTRACTOR OR SUPPLIER

VENDOR'S NAME, hereafter referred to as "Subcontractor" or "Supplier", is a subcontractor or furnisher of labor, material, services, supplies, tools and/or equipment to Coil Construction, Inc. Hereinafter referred to as "Contractor", in connection with the construction project known as **PROJECT'S NAME** located at **PROJECT'S ADDRESS** ("The Project")

1. The Subcontractor makes oath as follows as the date of this certificate:

a. That all labor, materials, services, supplies, tools and/or equipment furnished or leased by or under the undersigned Subcontractor in connection with the Project have been provided and the work completed as required by the subcontract agreement and in compliance with the applicable contract documents including plans, specifications and approved shop drawings.

b. That the Subcontractor has been paid in full, less retainages and agreed back charges, for the value of and for all charges for the work performed and the labor, materials, services, supplies, tools and/or equipment furnished by the Subcontractor on account of all of Subcontractor's requisitions, invoices and claims and work, labor and materials in connection with the Project to date hereof.

c. That the Subcontractor has made payment in full to its own subcontractors, suppliers and /or lessors of the materials, services, supplies, tools and/or equipment furnished in connection with the Project; and that there are no unsatisfied rights, claims, liens, demands or debts by or on the part on the undersigned Subcontractor, its subcontractor, its sub-subcontractors, suppliers or sublessors against the Owner, Contractor or Subcontractor or addressed to the Owner, Contractor or Subcontractor, directly or indirectly, in connection with the Project; and the subcontractor, individually and on the behalf of its successors and assigns, agrees to defend, indemnify, and hold both the Contractor and the Owner and their agents and successors and assigns, from all liability, losses, costs, damages, suits, claims, attorney fees and expenses, court costs, and all other expenses incurred in connection with or arising from such rights, claims, liens, demands, or debts, and the Subcontractor shall, upon written demand from the Owner or Contractor, assume and defend at the Subcontractor's sole cost and expense, all such suits or defense of claims.

d. That there are no rights, claims, liens demands, debts or notices of the same in connection with the Project against the Contractor, Contractor's surety, Owner, Project Architect, or in respect to or against real estate upon which the Project is located resulting from any acts or omissions (including nonpayment) of the undersigned Subcontractor, its sub-contractors, suppliers or sublessees, either independently or of claiming through or under the Subcontractor or based upon any mechanic's lien law, Miller Act, or any other act, statute, ordinance or provision of law or equity, or based upon any surety bond given by the Contractor as principal in connection with the Project.

2. The Subcontractor, individually and on behalf of its shareholders, officers, employees, agents, successors and assigns, does hereby release, acquit, and forever discharge the Contractor and Owner, and their shareholders, officers, employees, agents, successors and assigns, of and from any and every claim, demand, right, or cause of action of whatsoever kind or nature, in law or equity, arising from or out of the Project.

3. The Subcontractor acknowledges that were it not for the execution and delivery of this certificate to the Contractor, the Contractor would withhold payment otherwise due the Subcontractor in connection with the Project and that this certificate is voluntarily executed by the Subcontractor.

4. The word "Subcontractor" includes the singular and plural of individuals, partnerships, associations, joint ventures and corporations.

I DO SOLEMNLY declare and affirm under penalties of perjury that I am authorized and competent to execute this certificate and that the matters and facts set forth herein are within my personal knowledge to be true and correct, as witnessed by my signature and seal on the date written below.

Date: _____ Subcontractor/ Supplier: _____ (SEAL)

By: _____ Title: _____

CURRENT PAYMENT: **DOLLAR AMOUNT STATED ON CHECK**