

Tehrani Group LLC

Telephone: (407) 295-3969 Fax: (407)842-7223

Subcontractor Payment Application

SUBCONTRACTOR: PLEASE COMPLETE ALL NON SHADED AREAS & MAIL ORIGINAL TO TEHRANI

Sub Name: _____	Invoice Date: _____
Address: _____	Invoice #: _____
City ST Zip: _____	Project Name: _____
Phone: _____	Job #: _____
Fax: _____	Your Tax Id #: _____

		ACN Project Mgr.Complete
1) Original Subcontract Amount	\$	\$
2) <u>Approved</u> Subcontract Change Orders	\$	\$
3) Total Revised Subcontract Amount (Line 1 + 2)	\$	\$

Payment Application Summary		Cost Code:
Change Order # this billing is for (if applicable) _____		Draw #: _____
This payment request covers the period/invoice	From: _____ To: _____	Subcontract #: _____

4) TOTAL Value of work Completed to date _____ %	\$	
5) Value of Stored materials	\$	\$
6) Total Completed & Stored to date (Line 4 + 5)	\$	\$
7) Less Prior Billed to date (Gross) <i>(Not Paid to date)</i> (Line 6 from Previous Sub Pay App)	\$	\$
8) Total CURRENT Billing Amount (Line 6 less 7)	\$	\$
9) Less current RETENTION (10%) <i>(For all contracts OVER \$2000.00)</i>	\$	\$
10) Amount due CURRENT BILLING <i>(Release Amount)</i> (Total line 8 less 9)	\$	\$

Total of Unapproved extras or claims for which sub-contract changes have NOT been issued. (Attach detail)	\$	
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Invoice Comments: _____	Accounting Use only: Vendor #: _____
_____	<input type="checkbox"/> JC Req'd - Release attached
_____	<input type="checkbox"/> Sub Release Received/Matched

Subcontractor Signature _____	Date _____
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ACN's PM Approval

ACN's PM Asst. Verified (Initials)

Tehrani Group LLC

Affidavit of Subcontractor

State of : _____ County of: _____

I am _____ in the position of _____
 (Individuals Name) (Individuals Title)

For _____ a _____
 (Partnership, Corporation, Sole Proprietor)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

- That Subcontractor is a subcontractor to Tehrani Group LLC hereinafter referred to as "Contractor", the general contractor on:
- That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from who Subcontractor has purchased materials, rented equipment or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent or subcontract) from the commencement of said project to the date of project completion.

Name of Supplier / Sub-Subcontractor Address Work/Material contracted for	TOTAL CONTRACT Amount (Yours & Suppliers):	PREVIOUSLY Invoiced Amount (Yours & Suppliers)	Invoice Amount THIS PERIOD (Yours & Suppliers)	Conditional Lien Releases Attached (Originals)*	Uncond. Final Release Sent Date	Our use only %
SUBCONTRACTOR'S (your) portion of materials, equipment or labor	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
	\$	\$	\$			
TOTALS:	\$	\$	\$			

(Check this box if material is out of lien free stock Initial HERE: _____

I certify (declare) under penalty of perjury that the above is true and correct without omission. Subcontractor assumes total responsibility for all payments for all subcontractors/suppliers not listed above in the event of a lien or other non-payment or non-performance related items. **LIST ALL SUPPLIERS/SUBS!!**

Executed on : _____ 20 ____ by _____
 (Date) (Name/Title)

 (Signature)

*Billing can not be processed without supplier/sub releases

Your material suppliers/Subs

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of \$ _____ payable to _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right

the undersigned has on the job of _____
(Owner)

located at _____ to the following extent.
(Job Description)

This release covers a progress payment for labor, services, equipment, or material furnished

to _____ through _____
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

(Company Name)

(Title)

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of \$ _____ payable to _____
(Amount of Check) *(Payee or Payees of Check)*

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right

the undersigned has on the job of _____
(Owner)

located at _____ This release covers the final
(Job Description)

payment to the undersigned for all materials and for labor furnished on the job, except for disputed claims

for additional work in the amount of \$ _____ -0- _____

Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: _____

(Company Name)

(Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$ _____
_____ for

labor, services, equipment, or material furnished to _____ on the job of
(Your Customer)

_____ located at _____
(Owner) (Job Name & Location)

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished

to _____ through _____
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: _____

(Company Name)

(Title)

“NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished

to _____ on the job of _____
(Your customer) (Owner)

located at: _____
(Job Name & location)

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against

a labor and material bond on the job, except for disputed claims for extra work in the amount of

\$ 0.

Dated: _____

(Company Name)

(Title)

“NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.”