



David Hill Builders, Inc.
 P.O. BOX 6050
 MOUNT AIRY, NC 27030
 P: (336)789-5517 / F: (336)789-6806

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

From: _____
 Subcontract #: _____
 Payment Request # _____ Period From: _____ To: _____

STATEMENT OF CONTRACT AMOUNT:

- | | |
|--|----------|
| 1) Original Contract Amount | \$ _____ |
| 2) Approved Change Order (Numbers _____) | \$ _____ |
| 3) Adjusted Contract Amount | \$ _____ |
| 4) Value of Work Completed | \$ _____ |
| 5) Materials Stored on Site (If Allowed) | \$ _____ |
| 6) TOTAL COMPLETED | \$ _____ |
| 7) Less Prior Payment Applications (Including Retainage) | \$ _____ |
| 8) WORK COMPLETED THIS PERIOD | \$ _____ |
| 9) Less Retainage this Application | \$ _____ |
| 10) AMOUNT DUE THIS APPLICATION | \$ _____ |

SUBCONTRACTOR'S AFFIDAVIT AND WAIVER & RELEASE OF LIENS AND/OR CLAIMS

Under penalty of perjury, the undersigned Subcontractor certifies that the work covered by this Application For Payment and all work completed to date has been completed in accordance with the Contract Documents. The undersigned Subcontractor further certifies that to the best of its knowledge, information, and belief, all suppliers of material and equipment, all sales taxes, all performers of work, labor or services, who have or may have liens or claims of any kind against any property of the Owner arising in any manner out of the performance of the Subcontractor referenced above, have been paid. The undersigned Subcontractor further certifies that the "TOTAL COMPLETED" on line 6 above represents all compensation that Subcontractor is entitled to pursuant to the subcontract agreement for work completed to date, including all Changes in the Work and extras or additional costs of any kind and that there are no outstanding claims by or on behalf of Subcontractor against the Owner or the Contractor for any additional money, costs or damages or claims arising from delay, from the denial or the granting any Change Order, or from claims of any kind or nature except for the remaining balance to be due under the Subcontract Agreement as fully detailed above in the Statement of Contract Amount. Subcontractor acknowledges Contractor's right under the Subcontract Agreement to reduce the amounts on this Application For Payment, including the amount of payment, and pay a lesser amount, if Contractor determines that the value billed for by Subcontractor is greater than the value of work actually completed to date; and Subcontractor agrees that, per the terms of the Subcontract Agreement, if it does not object in writing within five (5) days of the later of receipt of notice by the Contractor of the reduction or receipt of payment, it consents to Contractor's reduction. THE UNDERSIGNED SUBCONTRACTOR, ITS PRINCIPALS AND OFFICERS, UNDERSTAND THAT THE OWNER AND CONTRACTOR ARE RELYING ON THIS CERTIFICATION TO MAKE THIS PAYMENT AND UPON RECEIPT OF PAYMENT DUE UNDER THIS APPLICATION, as may be adjusted by the Contractor in accordance with the Subcontract Agreement, the undersigned Subcontractor's liens, and/or claims including, but not limited to, any right to or claim of lien, bond claim or claim for payment on the above-described project and premises or funds owed to Contractor on account of labor or materials, or both, furnished by the undersigned Subcontractor prior to the date of this Application for Payment are waived and released to the extent of payments received under this and any prior Applications for Payment save and except for the amount reflected as Retainage withheld, if any, and pending change orders/claims submitted in writing to Contractor pursuant to the terms of the Subcontract Agreement. The undersigned further warrants and certifies that it has not assigned and will not assign any claim for payment or any right to perfect a lien against the project or the funds owed to it under the aforesaid Subcontract. In addition, the Undersigned further warrants and certifies that no financing statement, chattel mortgage, conditional bill of sale, or retention of title agreement has been given or executed by it, or to its knowledge by any other party, for or in conjunction with any material, appliance, machinery, fixtures, or furnishings placed upon or installed in the project.

The undersigned Subcontractor certifies that as of the date of this Application for Payment there are total pending change orders and claims in the amount of \$ _____ (IF NO AMOUNT IS ENTERED, SUBCONTRACTOR CERTIFYS THAT THERE ARE NO PENDING CHANGE ORDERS OR CLAIMS AS OF THIS DATE). Subcontractor specifically acknowledges that it is fully bound by the terms of the Subcontract Agreement and that, regardless of what amounts it may include in this or previous Applications For Payment, the validity of all change orders and/or claims is determined by the terms of the Subcontract Agreement and Subcontractor is entitled to no Change Orders, extras or Claims of any kind except those that are properly approved and allowed per the terms of the Subcontract Agreement.

SUBCONTRACTOR

DAVID HILL BUILDERS, INC.

Sign By: _____
 Title: _____
 Date: _____

Job #: _____
 Cost Code: _____
 Apv'd By: _____ Date: _____