# Contractor's Affidavit of Release of Liens

### **GENERAL INFORMATION**

**Purpose.** This document is intended for use as companion to AIA Document G706<sup>TM</sup>, Contractor's Affidavit of Payment of Debts and Claims.

**Related Documents.** This document may be used with most of AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

**Use of Current Documents.** Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA documents list to determine the current edition of each document.

**Reproductions.** This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document.

The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed AIA Document G706A<sup>™</sup>, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA).

To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

### CHANGES FROM THE PREVIOUS EDITION

A cross reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

#### COMPLETING G706A-1994

**General.** The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

**Architect's Project No.** This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

**Affidavit.** Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None." It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

**Supporting Documents.** The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

## EXECUTING G706A-1994

The Notary Public should administer a sworn oath to the Contractor in reference to the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.