

\*ALL PAY APPS MUST BE ON THESE COOPER & CO FORMS

# SUB-CONTRACT APPLICATION FOR PAYMENT

DATE: \_\_\_\_\_

SUB CONTRACTOR: \_\_\_\_\_

\*HIGHLIGHTED DATES MUST BE THE SAME

SUB CONTRACTOR NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PERIOD ENDING: \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_

JOB: \_\_\_\_\_

<p><b><u>COOPER &amp; COMPANY</u></b>  <b><u>GENERAL CONTRACTORS, INC</u></b></p> <p>304 Tribble Gap Road, Ste. 100 Cumming, GA 30040          Tel. (770) 888-2650</p>	THIS APPLICATION FOR PAYMENT IS REPRESENTED BY THE SUBCONTRACTOR AS A COMPLETE AND ACCURATE ACCOUNT OF ALL LABOR AND MATERIALS INSTALLED AND MATERIAL STORED ON THE JOB SITE, AND EXCEPT AS LISTED BELOW, REPRESENTS ANY AND ALL CLAIMS ("CLAIMS") OF ANY KIND OR NATURE AGAINST COOPER & COMPANY GENERAL CONTRACTORS, INC. FOR PAYMENT OF THIS PROJECT, REGARDLESS OF THE REASON OR SOURCE; UNLESS LISTED BELOW, SUCH CLAIMS ARE HERBY WAIVED AND RELEASED. THIS RELEASE AND WAIVER IS SUBJECT TO THE TERMS OF O.C.G.A. § 44-14-366			
	<b>CHANGE ORDERS</b>			
A. CONTRACT PRICE	\$	#	DESCRIPTION	AMOUNT
B. CHANGE ORDERS	\$	1		\$
C. NET CONT. PRICE	\$	2		\$
D. VALUE OF LABOR & MATERIALS INSTALLED	\$	3		\$
E. MATERIALS STORED	\$	4		\$
<b>TOTAL \$</b>		5		\$
LESS ____ % RETAINAGE	\$	6		\$
<b>TOTAL \$</b>		7	<i>TOTAL TO ITEM "B"</i>	\$
F. LESS PREV. REQUESTS	\$	<b>MATERIAL STORED - NOT INSTALLED</b>		
<b>ESTIMATE \$</b>		DESCRIPTION	AMOUNT	
				\$
				\$
				\$
				\$
				\$
			<i>TOTAL TO ITEM "E"</i>	\$

### AFFIDAVIT AND CERTIFICATION

Under oath, this affidavit is to certify that the representations above are true and accurate; that the work of the Subcontractor is in accordance with the terms and conditions of the construction contract and to certify that all suppliers of materials, equipment and services, sub-contractors, mechanics, and laborers employed by the Subcontractor in connection with the construction of this project have been paid in full, including all sales tax as of \_\_\_\_\_, of 20\_\_\_\_; and to certify that of this same date there are no outstanding obligations, claims, or extras of any kind for the payment of which Cooper & Company General Contractors, Inc. or the above named project is or might be liable, or subject to, in any lawful proceeding either by law, in equity or any other basis whatsoever; this is to further certify that all items have been paid for which previous payments have been received and that all monies drawn for this project, this month shall be used to pay for materials, labor and sub-contracts, according to this monthly estimate and shall be applied only for this project in order to pay all outstanding bills to date.

By: \_\_\_\_\_

**Subcontractor** **Signature & Title**

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ who under oath deposed and says that he is \_\_\_\_\_ in the firm of \_\_\_\_\_, that he has read the above statement, and that to the best of his knowledge and belief same is an exact, true statement.

\*Interim Lien Waiver must be submitted with Subcontract Application for Payment\*

NOTARY PUBLIC

**MUST BE NOTARIZED**

**WAIVER AND RELEASE OF LIEN  
AND PAYMENT BOND RIGHTS UPON INTERIM PAYMENT**

STATE OF GEORGIA  
COUNTY OF \_\_\_\_\_

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY \_\_\_\_\_ (NAME OF CONTRACTOR) TO FURNISH \_\_\_\_\_ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS \_\_\_\_\_ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, AND IS OWNED BY \_\_\_\_\_ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(PROJECT NAME) \_\_\_\_\_  
(PROJECT ADDRESS) \_\_\_\_\_  
\_\_\_\_\_

DATE MUST MATCH THE  
PERIOD ENDING DATE ON  
THE PAY APP FORM

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$ \_\_\_\_\_, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY CLAIMS OF ANY KIND AGAINST THE CONTRACTOR AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF \_\_\_\_\_ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

(COMPANY NAME) \_\_\_\_\_ (TELEPHONE) \_\_\_\_\_

(SIGNATURE) \_\_\_\_\_ (COMPANY ADDRESS) \_\_\_\_\_

\_\_\_\_\_ (CORPORATE SEAL)

MUST BE NOTARIZED & HAVE COMPANY SEAL OR OWNER  
SIGNATURE ON SEAL LINE IF NO COMPANY SEAL EXISTS

\_\_\_\_\_  
(WITNESS)

**NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIEN UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.**