

RESIDENTIAL NEW CONSTRUCTION PROJECT

SWORN STATEMENT FOR CONTRACTOR OR SUBCONTRACTOR



*First American
Title Insurance Company*

Owner: _____
 Contractor's Name: _____ to _____
 Period from: _____ to _____
 Request Number: _____

STATE OF MICHIGAN }
 COUNTY OF: _____ }

_____ being duly sworn, states the
 1) _____ is the (contractor) (subcontractor) for an improvement to the following real property in _____ County, Michigan, described as follows:

 {insert legal description of property here}

WARNING TO OWNER OR LESSEE: An owner or lessee of the property may not rely on this Sworn Statement to avoid the claim of a subcontractor, supplier, or laborer who has provided a notice of furnishing or a laborer who may provide a notice of furnishing under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109 to the designee or to the owner or lessee if the designee is not named or has died.

(2) The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee, and that the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

No.	Name, Address and Telephone Number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Change Orders (+) or (-)	Adjusted Contract Price	Amount Already Paid	Amount Currently Owning	Total Retention Withheld	Balance to Complete	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Benefits and Withholdings Due but Unpaid
1		Architectural Services			\$0.00				\$0.00		
2		Excavating			\$0.00				\$0.00		
3		Sand / Gravel / Backfill			\$0.00				\$0.00		
4		Basement Walls			\$0.00				\$0.00		
5		Structural Steel			\$0.00				\$0.00		
6		Rough Lumber / Tusse			\$0.00				\$0.00		
7		Finish Lumber			\$0.00				\$0.00		
8		Rough Drywall			\$0.00				\$0.00		
9		Finish Carpentry			\$0.00				\$0.00		
10		Windows & Doors			\$0.00				\$0.00		
11		Roofing Labor / Materials			\$0.00				\$0.00		
12		Insulation			\$0.00				\$0.00		
13		Brick			\$0.00				\$0.00		

No.	Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Change Orders (+) or (-)	Adjusted Contract Price	Amount Already Paid	Amount Currently Owning	Total Retention Withheld	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
32											
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35											
36											
37											
38											
39											
TOTALS											

(NOTE: SOME COLUMNS ARE NOT APPLICABLE TO ALL PERSONS LISTED.)

(3) That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

(4) Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as _____ of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws. **WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.**

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

42-014 (1981)

County, Michigan

_____ hereby agrees to indemnify and hold First American Title Insurance Company harmless against any lien, claim or suit of or by any subcontractor, supplier, laborer or other construction lien claimant if said lien, claim or suit is asserted by a claimant whose compensation for services or materials furnished was, or should have been, received whether directly or indirectly out of funds paid pursuant hereto. This indemnity includes, but is not limited to, a reimbursement of all legal fees and other reasonable expenses connected with the proper defense by First American Title Insurance Company of its insureds against claims of construction liens.

By: _____
Its: _____