STATE OF SOUTH CAROLINA) AFFIDAVIT AND
) AGREEMENT OF INDEMNITY COUNTY OF LEXINGTON) (General Contractor)
I,, on behalf of, General Contractor and/or Contractor responsible for
constructing the Water and/or Sewer System being deeded to the Joint Municipal Water & Sewer Commission, referred to herein as "the Contractor") do hereby swear or affirm:
(1) I am over 18 years old and I am mentally competent to understand this
Affidavit and Agreement of Indemnity.
(2) I do hereby affirm that I have the authority to execute this document on behalf
of the Contractor.
(3) I am the (position) with the Contractor.
(4) In order to induce the Joint Municipal Water and Sewer Commission (referred
to herein as "the Commission") to take over and/or accept the water and/or
sewer system, as applicable, including the easements therewith, on the
(project), referred to herein as "the project,"
do warrant and represent to the Commission that I have been paid, in full, for
my work on the project in connection with the water and/or sewer system.
(5) Furthermore, I do warrant and represent that, to the best of my knowledge, all
of my subcontractors, sub-subcontractors and suppliers involved with and/or
supplying labor and/or equipment and/or materials to the project have been
paid for its/his/her/their labor and/or equipment and/or materials supplied to
the project.
(6) I do hereby affirm that I have not filed and will not file a mechanic's lien(s)
against and/or encumbering the water and/or sewer systems located on the
project.
(7) I do hereby covenant that if I/the Contractor must file a mechanic's lien
against the property/project for sums owed to me/the Contractor, I/the
Contractor will not name the Commission in any mechanic's lien and/or
mechanic's lien action.
(8) I do hereby affirm that I am not aware of any mechanic's lien(s) filed against

the property upon which the project is located.

- (9) I do hereby affirm that I am not aware of any threats, including verbal threats, of mechanic's liens made by any other contractor(s), subcontractors, subsubcontractors or supplier(s), nor am I aware of any contractor, subcontractor, sub-subcontractor or supplier making claim(s) of non-payment on the project.
- (10) The Contractor agrees to defend, indemnify and hold harmless the Commission from and against any and all claims, demands or liabilities, including but not limited to the costs of defending against such claims, demands and liabilities (along with any attorneys' fees and costs incurred by the Commission) which arise from, or relate in any way, to claims by contractors, subcontractors, sub-subcontractors and/or suppliers of non-payment for its/their labor and/or equipment and/or materials supplied to the project.
- (11) In the event any claim(s) are made against the Commission that arise from, or relates in any way, to claims by contractors and/or suppliers of non-payment for its/their labor and/or equipment and/or materials supplied to the project, the Contractor shall:
 - a. promptly cause such claims to be discharged by bond and/or other undertakings to the satisfactory of the Commission; and
 - b. indemnify and defend the Commission against such claims.
- (12) To the best of my knowledge, the water and/or sewer system being accepted by the Commission is free from defects.

FURTHER AFFIANT SAYETH NOT.

	(Representative of Contractor)
SWORN TO and subscribed before me	
This day of, 20	010
	(7.5)
Notary Dublic for Couth Couling	(L.S.)
Notary Public for South Carolina My Commission Expires	