

RESIDENTIAL NEW CONSTRUCTION PROJECT

**SWORN STATEMENT FOR
CONTRACTOR OR SUBCONTRACTOR**

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

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.

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 here]

(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 Owing	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 / Trusses			\$0.00				\$0.00		
7		Finish Lumber			\$0.00				\$0.00		
8		Rough Carpentry			\$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, 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
14		Mason Labor / Material			\$0.00				\$0.00		
15		Siding			\$0.00				\$0.00		
16		Rough Plumbing			\$0.00				\$0.00		
17		Finish Plumbing			\$0.00				\$0.00		
18		Rough Electrical			\$0.00				\$0.00		
19		Finish Electrical			\$0.00				\$0.00		
20		Drywall Labor			\$0.00				\$0.00		
21		Drywall Material			\$0.00				\$0.00		
22		Cement Work - Inside			\$0.00				\$0.00		
23		Cement Work - Outside			\$0.00				\$0.00		
24		Rough Heating / Air			\$0.00				\$0.00		
25		Finish Heating / Air			\$0.00				\$0.00		
26		Ceramic Tile			\$0.00				\$0.00		
27		Painting Labor / Materials			\$0.00				\$0.00		
28		Kitchen Cabinets			\$0.00				\$0.00		
29		Countertops			\$0.00				\$0.00		
30		Garage Door			\$0.00				\$0.00		
31		Final Grading			\$0.00				\$0.00		
32		Electrical Fixtures			\$0.00				\$0.00		
33		Carpeting			\$0.00				\$0.00		
34		Floor Covering			\$0.00				\$0.00		
35		Built-In Appliances			\$0.00				\$0.00		
36		Well / Septic Service			\$0.00				\$0.00		

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 Owing	Total Retention Withheld	Balance to Complete	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Benefits and Withholdings Due but Unpaid
37					\$0.00				\$0.00		
38					\$0.00				\$0.00		
39					\$0.00				\$0.00		
TOTALS			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

(NOTE: Some columns are not applicable to all persons listed.)

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

(4) I make this statement as the (contractor) (subcontractor) or as of the (contractor) (subcontractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR , IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO IS ENTITLED TO A NOTICE OF RECEIPT OF THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

WARNING TO DEPONENT: A person who gives a false Sworn Statement with intent to defraud is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, 1980 PA 497, MCL 570.1110.

Deponent Printed Name

Deponent Signature

_____ hereby agrees to indemnify and hold _____ 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, are reimbursement of all legal fees and other reasonable expenses connected with the proper defense by _____ of its insureds against claims of construction liens.

By: _____

Its: _____

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

Notary Public _____ County, MI

My Commission Expires: _____

*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.