

SCHEDULE "C" - RELEASE AND CERTIFICATE OF FINAL PAYMENT

This is Schedule "C" - Release and Certificate of Final Payment referred to in the General Conditions of Contract made as of _____, _____.

Capitalized terms used and not defined in this Schedule, shall have the meaning given thereto in the General Conditions where so defined.

In consideration of \$1.00, the sufficiency of which is hereby acknowledged:

The Contractor solemnly declares that:

- (a) the Contractor has made full payment, or will make full payment from the final payment to be received from the Owner, of all costs, charges and expenses incurred by the Contractor or on its behalf for the work, labour, services, materials and equipment supplied in connection with this Contract or otherwise used in connection with the Work;
- (b) to Contractor's best knowledge and belief, each of its Subcontractors and Suppliers have made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labour, services, materials and equipment in connection with the Contract or otherwise used by them in connection with the Work;
- (c) all assessments, levies and charges under the *Unemployment Insurance Act*, the *Workers' Compensation Act* and other legislation in respect of the Contract have been paid and, to the Contractor's best knowledge and belief, each and all of its Subcontractors have paid such assessments, levies and charges on their own account; and
- (d) the Contractor unconditionally releases and forever discharges the Owner, the Owner's Site and all property of the Owner from all builder's liens and liens of whatsoever kind or nature arising out of or in connection with the performance of the Contract;
- (e) the Contractor unconditionally releases and forever discharges the Owner from any and all claims, demands, actions or proceedings arising out of the performance of the Work of which it has knowledge, and in respect of which notice in writing has not, by the date hereof, been given by the Contractor to the Owner. The Contractor acknowledges and agrees that nothing herein contained relieves it of any obligations under the provisions of the Contract which by their nature survive completion of the Work including, without limitation, warranties, guarantees and indemnities.

The Contractor makes this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at _____, in the Province of Alberta, this ____ day of _____, 20__.

A Commissioner for Oaths in and for the Province of Alberta.

Name of Contractor

(Contractor's Representative)

