



# Chicago Title Insurance Company

## Instructions

1. The Owner and General Contractor are jointly and severally responsible for the complete and proper execution of this Waiver of Mechanics' Lien and will be required to execute the Affidavit and Indemnity Agreement contained herein.
2. *All* blanks must be completed. Where labor or materials for a particular item have not been furnished or contracted for, the General Contractor or Owner must insert the word "none" and initial the insertion. When using CTA Form 002.1 (Individual Waiver of Mechanic's Lien), attach individual waiver to this form and execute the General Contractor's Affidavit & Indemnity Agreement and the Owner's Affidavit & Indemnity Agreement contained herein.
3. The Waiver of Mechanics' Liens must be signed even though bills have been paid, or materials purchased on open account.
4. The names of contractors and materialmen must conform exactly to the names under which contracts were let:
  - (A) Where trade names are used, the proper name of the owner of the company must be indicated.
  - (B) In the case of partnerships, an authorized partner must sign.
  - (C) In the case of a corporation, the full corporate name with the signature and office of a duly authorized officer of the corporation must be affixed.

UNLESS THESE INSTRUCTIONS ARE FOLLOWED EXACTLY, THE WAIVER OF MECHANICS' LIENS WILL NOT BE ACCEPTED.

## WAIVER OF MECHANICS' LIENS TO LIENS

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, have commenced or are about to commence to render services, to perform work, or to furnish materials in the construction, raising, removal or repair of a building or any of its appurtenances upon, or in the improvement of a lot, or in the site of development or subdivision of a plot of land, on certain real property owned by

\_\_\_\_\_ known as \_\_\_\_\_  
 \_\_\_\_\_ in the Town/City of \_\_\_\_\_  
 \_\_\_\_\_, Connecticut.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration in consideration of any title insurance company issuing its title insurance policy or policies insuring one or more interests in said lot, land, buildings or appurtenances, or a portion thereof, for the purpose of enabling financing and/or sale thereof, and, recognizing the title company's reliance upon the waivers herein contained, without taking exception for lien rights which the undersigned have or may have for the furnishing of labor or materials, or both, on said real property received by each of us to our full satisfaction and in order to enable said OWNER to obtain a loan from \_\_\_\_\_

\_\_\_\_\_ or any other institutional lender receiving a first mortgage, and to secure the payment thereof by granting to said lender a mortgage on said real property, we, the undersigned, do hereby severally subordinate to the lien of said mortgage all of the several liens and claims of lien which we may have, or may hereafter have, on the above-mentioned lot, land, buildings and appurtenances pursuant to the laws of the State of Connecticut, by virtue of said

services rendered, work performed or materials furnished, heretofore and hereafter, upon said lot, land, building and appurtenances, whether completed or still in the process of construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates appearing before our respective names.

(Note: If a provider of labor or materials uses a CTA form 002.1 instead, please attach it to this form and print "See Form 002.1 Attached" in the place where the provider would have signed below.) This waiver consists of this page plus \_\_\_\_\_ additional pages.

<b>DATE SIGNED</b>	<b>DATE SIGNED</b>
_____ <b>General Contractor</b>	_____ <b>Cabinets</b>
_____ <b>Architect</b>	_____ <b>Carpenter</b>
_____ <b>Architect (landscape)</b>	_____ <b>Carpeting</b>
_____ <b>Air Conditioning System</b>	_____ <b>Concrete</b>
_____ <b>Boiler</b>	_____ <b>Concrete Blocks</b>
_____ <b>Brick</b>	_____ <b>Doors</b>
_____ <b>Face Brick</b>	_____ <b>Doors – Overhead</b>
_____ <b>Ducts</b>	_____ <b>Insulation</b>
_____ <b>Excavating (cellar – cesspool)</b>	_____ <b>Iron – Steel</b>
_____ <b>Electrician</b>	_____ <b>Kitchen Cabinets</b>
_____ <b>Electrical Supplies</b>	_____ <b>Landscaping</b>
_____ <b>Electrical Fixtures</b>	_____ <b>Lather</b>
_____ <b>Elevator and Doors</b>	_____ <b>Linoleum - Rubber Tile</b>
_____ <b>Fire Escape</b>	_____ <b>Lumber</b>
_____ <b>Flagstone</b>	_____ <b>Lumber (trim)</b>
_____ <b>Flashings – Gutters</b>	_____ <b>Marble</b>
_____ <b>Flooring (material)</b>	_____ <b>Mason</b>
_____ <b>Floor (laying)</b>	_____ <b>Mason's Supplies</b>
_____	_____

<b>Floor (scraping)</b>	<b>Metal Work</b>
<b>Floor (finishing)</b>	<b>Oil Burner</b>
<b>Foundation</b>	<b>Oil Tank</b>
<b>Frames – Sash</b>	<b>Paint Supplies</b>
<b>Gas – Electric Ranges</b>	<b>Painter (outside)</b>
<b>Glass – Glazier</b>	<b>Painter (inside)</b>
<b>Grading</b>	<b>Paper – Decorator’s Supplies</b>
<b>Hardware</b>	<b>Paper – Decorator</b>
<b>Heating Contractor</b>	<b>Plasterer</b>
<b>Heating Supplies</b>	<b>Plumber</b>
<b>Heaters – Radiators</b>	<b>Plumbing Fixtures</b>
<b>Incinerator</b>	<b>Plumbing Supplies</b>
<b>Refrigeration</b>	<b>Surveyor</b>
<b>Roofer</b>	<b>Tile</b>
<b>Roofing (materials)</b>	<b>Tiler</b>
<b>Sand – Gravel – Stone</b>	<b>Tinner</b>
<b>Screens</b>	<b>Trimmer</b>
<b>Septic Tank – Cesspool</b>	<b>Vanities</b>
<b>Shades</b>	<b>Venetian Blinds</b>
<b>Shingles</b>	<b>Walks</b>
<b>Shutters – Blinds</b>	<b>Water Pumping System</b>
<b>Stair Builder</b>	<b>Weather Strips</b>
<b>Steel Sash</b>	<b>Well Drilling</b>
<b>Stone (for building)</b>	<b>Other (specify)</b>

Stone (for driveway)	Other (specify)
Stone (ornamental)	Other (specify)
Storm Doors and Windows	Other (specify)

**GENERAL CONTRACTOR'S  
AFFIDAVIT AND INDEMNITY AGREEMENT**

STATE OF CONNECTICUT )  
) ss: Date: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

I, being the GENERAL CONTRACTOR, or being an authorized officer and/or agent of the below-named corporate GENERAL CONTRACTOR, engaged in construction on the above-described property, after being duly sworn, depose and say: (1) that I have read the within and foregoing WAIVER OF MECHANIC'S LIENS; (2) that the persons, firms and corporations who have executed said waiver are the only persons, firms and corporations who have furnished or have contracted to furnish services, labor, or materials in the construction or repair of the buildings and appurtenances on said property as of the date hereof; (3) that I have no notice of any claim of any subcontractor, laborer or materialmen against said property; (4) that this combined Affidavit and Indemnity Agreement is being made with the understanding that CHICAGO TITLE INSURANCE COMPANY will rely upon the truth of the statements made herein when it issues its mortgagee policy or mortgagee policies of title insurance on this date insuring title to said property without taking any exception with respect to any possible unrecorded mechanics' liens; (5) that, in order to induce CHICAGO TITLE INSURANCE COMPANY to issue such policy or policies, I, individually, or said corporate GENERAL CONTRACTOR, do/does hereby agree to indemnify CHICAGO TITLE INSURANCE COMPANY, and agree to hold it harmless by reason of any and all loss, cost or damage, including attorneys' fees and court costs, which it may sustain by reason of the recording of any and all mechanics' liens against said property by any person or entity claiming under any subcontract with the undersigned; and (6) that, if any such mechanics' liens are recorded against said property, I or said corporate GENERAL CONTRACTOR, will immediately cause the same to be removed by bonding the same, by payment or by any other process or manner which will effectively remove any and all such liens from said property.

\_\_\_\_\_ - GENERAL CONTRACTOR

By \_\_\_\_\_, its \_\_\_\_\_

Subscribed and sworn to by \_\_\_\_\_

Before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Commissioner of the Superior Court/Notary Public

**OWNERS' AFFIDAVIT AND INDEMNITY AGREEMENT**

STATE OF CONNECTICUT )  
 )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

Date: \_\_\_\_\_

Each of the undersigned OWNER(S), or authorized officer and/or agent of the below-named CORPORATE OWNER of the above-described property, after being duly sworn, deposes and says: (1) that he/she has read the within and foregoing WAIVER OF MECHANICS' LIENS; (2) that the persons, firms or corporations who have executed said waiver are the only persons, firms and corporations who have furnished or who have contracted to furnish services, labor or materials in the construction or repair of the buildings and appurtenances on said property as of the date hereof; (3) that he/she has no notice of any claim of any subcontractor, laborer or materialman against said property; (4) that this combined Affidavit and Indemnity Agreement is being made with the understanding that CHICAGO TITLE INSURANCE COMPANY will rely upon the truth of the statements made herein when it issues its mortgagee policy or mortgagee policies of title insurance on this date insuring title to said property without taking any exception with respect to any possible unrecorded mechanics' liens; (5) that, in order to induce CHICAGO TITLE INSURANCE COMPANY to issue such policy or policies, he/she jointly and/or severally, or said CORPORATE OWNER do/does hereby indemnify CHICAGO TITLE INSURANCE COMPANY, and agree to hold it harmless by reason of any and all loss, cost or damage, including attorneys' fees and court costs, which it may sustain by reason of the recording of any and all mechanics' liens against said property; and (6) that, if any such mechanics' liens are recorded against said property, he/she or said CORPORATE OWNER will immediately cause the same to be removed by bonding the same, by payment or by any other process or manner which will effectively remove any and all such liens from said property.

\_\_\_\_\_ - OWNER      \_\_\_\_\_ - OWNER

\_\_\_\_\_ - OWNER      By \_\_\_\_\_, its \_\_\_\_\_

Subscribed and sworn to by \_\_\_\_\_

Before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court/Notary Public