



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

**Affidavit As To Off-site Stored
Materials**

The statement below must be signed and notarized before these documents will become effective.

STATE OF _____)
) ss
COUNTY OF _____)

Project Name: _____
CAP Project No.: _____

(General Contractor Printed Company Name)

(Project Location/Address)

(Contractor / sub-contractor Printed Company Name)

(Legal Address of Storage Off-site)

Contractor or Sub-contractor does certify and attest the following for the benefit of General Contractor and the Owner:

1. Contractor and its sub-contractors and material vendors will be paid for materials now stored for later incorporation into the Project (the "Stored Materials") on receipt of payment from Owner;
2. Sub-contractors and material vendors expressly waive and release any and all lien rights for the Stored Materials, and any rights they might have to file preliminary notices of lien;
3. Sub-contractors and material vendors have not filed any preliminary notices of lien;
4. Quantity, cost and value of the Stored Materials inspected are as represented;
5. The Stored Materials are in strict accordance with all requirements of the plans and/or specifications or, if not, written approval has been received for any variations;
6. While the Stored Materials are at the Storage Site, they shall be properly stored, appropriately tagged and identified as being for the Project and shall be appropriately segregated from other building materials or inventory;
7. Contractor undertakes full responsibility for the care, custody, and protection of the Stored materials at the Storage Site, and in the event of loss or damage to the Stored Materials not covered by Owner's or General Contractor's Builders Risk Insurance, Contractor will replace them in a timely manner at no cost to Owner or General Contractor;
8. If the Stored Materials remain in the possession and control of the Contractor at the Storage Site, Contractor shall maintain appropriate and adequate liability insurance coverage to cover their loss or damage and shall exhibit evidence of such insurance to Owner; and
9. Contractor agrees to transport the Stored Materials from the Storage Site to the place and position of final installation of the Project at its expense and risk (except as such risk may be covered by Owner's or General Contractor's Builders Risk Insurance).

In witness of the foregoing, Contractor/Sub-contractor, by its duly authorized officers or representatives, has executed this Affidavit, this _____ day of _____, 20__.

(Contractor/Sub-Contractor Company Printed Name)

(Authorized Representative Signature) Subscribed and sworn to before me this _____ day of _____, 20__

(Authorized Representative Printed Name)

(Signature of notarial officer)

(Authorized Representative Printed Title)

(Seal)

My Commission Expires: _____

My Commission #: _____