CERTIFICATE AND RELEASE

TO: Housing Authority of the City of Frostburg

FROM: _____

SUBJECT: **CERTIFICATE AND RELEASE**

CONTRACT NO. _____

Entered into the _____ day of _____, 2026, between the Housing Authority of the City of Frostburg, and _____ of _____, _____, hereinafter called the Contractor, for the Project for _____, Project No. _____, located in _____.

KNOW ALL PEOPLE BY THESE PRESENTS

1. The undersigned hereby certifies that there is due and payable under the Contract and duly approved Change Orders and modifications the undisputed balance of $_____.

2. The undersigned further certifies that, in addition to the amount set forth in Paragraph 1 hereof, there are outstanding and unsettled the following items which they claim are just and due and owing by the Housing Authority of the City of Frostburg to the Contractor:

A. _____

B. _____

C. _____

D. _____

E. _____

3. The undersigned further certifies that all work required under this Contract, including work required under Change Orders numbered _____, has been performed in accordance with the terms thereof; that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract; and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the Contract provisions relating to said wage rates.

4. Except for the amounts stated in Paragraphs 1 and 2 hereof, the undersigned has received from the Housing Authority of the City of Frostburg all sums of money payable to the undersigned under or pursuant to the aforementioned Contract or any change or modification thereof.

5. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does hereby release the Housing Authority of the City of Frostburg from any and all claims arising under or by virtue of this Contract except the amounts listed in Paragraph 2 hereof; provided, however, that if for any reason the Housing Authority of the City of Frostburg does not pay in full the amount stated in Paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under Paragraph 2 hereof. Upon payment of any amount so deducted from Paragraph 1 hereof, the undersigned will release the Housing Authority of the City of Frostburg from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further releases or assurances as the Housing Authority of the City of Frostburg may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this

_____ day of _____, 2026.

Signature of Affiant: _____

Title: _____

Printed Name of Affiant: _____

Name of Affiant, being first duly sworn on oath, deposes and says that:

1. He/She is the _____ (Title) of

_____ (Name of Contractor); and

2. That He/She has read the foregoing Certificate and Release by him/her subscribed as

_____ (Title) of

_____(Name of Contractor).

Affiant further states that the matters and things stated herein are, to the best of his/her knowledge and belief, true.

Signature of Affiant: _____

Title: _____

NOTARY ACKNOWLEDGMENT

Subscribed and sworn to before me in my presence at

_____, this _____ day of

_____, 2026.

Notary Public: _____

My Commission Expires: _____

HOUSING AUTHORITY OF THE CITY OF FROSTBURG

Received By: _____

Title: _____

Date: _____