

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: _____
Job No.: _____

On receipt by the signer of this document of a check from Maker of Check in the sum of \$Amount payable to Subcontractor Name and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Owner located at Location to the following extent: Work Description.

This release covers the final payment to Subcontractor Name for all labor, services, equipment, or materials furnished to the property or to Person with Whom Signer Contracted.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Subcontractor Name.

The signer warrants that Subcontractor Name has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: _____

SUBCONTRACTOR NAME: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was executed and acknowledged before me on this ___ day of _____, 20____, by _____, known to me as the person whose name is subscribed above, as _____ [title] of _____ [company], on behalf of and as the authorized act of said entity.

Notary Public in and for the State of Texas

My Commission Expires: _____