

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: _____
Job No.: _____

Subcontractor name has been paid and has received a **FINAL** payment for all labor, services, equipment, or materials furnished to the property or to Person with whom Signer Contracted on the property of owner name located at project location to the following extent: job description. The signer therefore waives and releases 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 above referenced project.

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 their laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project.

Date: _____

SUBCONTRACTOR NAME: _____

By: Signature _____
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: _____