

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project _____

Contract No. _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$_____ payable to _____ (payee or payees of check) 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: _____ (job description).

This release covers the final payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted).

ORIGINAL CONTRACT VALUE: _____
CHANGE ORDER VALUE: _____
FINAL CONTRACT AMOUNT: _____

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

The signer warrants that the signer 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 in regard to the attached statement(s), previous progress payments or final payment request(s) up to the date of this waiver and release.

Company Name

Printed Name: _____

Signature: _____

Date: _____



STATE OF TEXAS _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____,
by _____ (name), _____ (job title)
of _____ (company name).