CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project _____

Job No.

On	receipt by the signer of this doc	ument 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 a	and has been paid by the ban	c on which it is drawn, this docume	nt becomes effective to release any
mechanic's	lien right, any right arising from a	payment bond that complies with a sta	ate or federal statute, any common law
payment bo	ond right, any claim for payment,	and any rights under any similar ordina	nce, rule, or statute related to claim or
payment ri	ghts for persons in the signer's	position that the signer has on the	property of
(owner) lo	cated at	(location) to the following exte	ent: (job
description).		

This release covers the final payment to the signer 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 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 up to the date of this waiver and release.

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

NOTE: Section 53.281(b)(2), Texas Property Code, requires that the above form be notarized. See Chapter 121, Texas Civil Practice & Remedies Code, regarding Acknowledgments & Proofs of Written Instruments, or consult an attorney. For short acknowledgement forms that might be suitable, see Section 121.008 in Chapter 121. Click <u>here</u> to go there.