## **CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

Project				
Job No				
0	n receipt by the signer	of this document of a check from	(maker of check) in the sum	ı of
\$	payable to	(payee or payees of che	eck) and when the check has been prope	erly
endorsed	and has been paid b	by the bank on which it is drawn, this doc	ument becomes effective to release a	any
mechanic	's lien right, any right a	rising from a payment bond that complies with	a state or federal statute, any common l	aw
payment l	bond right, any claim fo	r payment, and any rights under any similar of	rdinance, rule, or statute related to claim	or
payment	rights for persons in t	he signer's position that the signer has on	the property of	
(owner) l	ocated at	(location) to the following	extent: (	job
descriptio	n).			
Т	his release covers the f	inal payment to the signer for all labor, service	es, equipment, or materials furnished to	the
property c	or to	(person with whom signer contracted).		
В	efore any recipient of the	nis document relies on this document, the reci	pient should verify evidence of payment	t to
the signer				
Т	he signer warrants tha	t 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, materialme	en, and suppliers for all work, materia	als,
equipmen	t, or services provided	for or to the above referenced project up to the	date of this waiver and release.	
D	ate			
		(Company name)		
В	у	(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 <a href="here">here</a> to go there.