



2206 O'Day Road | Pearland Texas, 77581 | Office: 281.485.4700 | Fax: 281.485.7722

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Job Name Job No. #####

On receipt by the signer of this document of a check from Triad Retail Construction (maker of check) in the sum of \$_____ payable to **Subcontractor Company Name** (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 Jobsite Address (location) to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Triad Retail Construction (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.

Company Name: **Subcontractor Company Name**

Date _____

By: _____

Title: _____

Signature: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____,

_____ of _____, for the consideration herein expressed, on behalf of same.

Notary Public in and for the STATE OF TEXAS