

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Name _____
Project Address _____
Job No. _____
Claimant Name _____

On receipt by the Claimant of this document of a check from _____ in the sum of \$ _____ payable to _____; 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, stop notices, 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 Claimant's position that the Claimant has on the property of _____ to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

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

The Claimant warrants that the Claimant has already paid or will use the funds received from this progress payment to promptly pay in full all of the Claimant'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) or progress payment request(s).

Date _____

By _____ (Signature)
_____ (Title)

State of Texas §
§
County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of _____, and that he/she executed this instrument on behalf of said corporation as its act and deed, for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the ____ day of _____, 2025.

Notary Public - State of Texas