

Conditional Waiver and Release on Progress Payment
(Pursuant to Texas Property Code §53.284(b))

Project: _____

Job No: _____

On receipt by the signer of this document of a check from _____ (person with whom signer contracted) 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 a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) 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 signer.

The signer warrants that the signer has already paid or will use the funds received from this progress 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) or progress payment request(s).

Date _____

_____ (Company Name)

By _____ (Signature)

_____ (Title)

STATE OF _____ §

COUNTY OF _____ §

This instrument was ACKNOWLEDGED before me by _____ (signer's name), as _____ (title) of _____ (company) known to me to be the person whose name is subscribed to the foregoing instrument, who after being duly sworn acknowledged to me that the same was the act of _____ (company) and that he/she executed same as an act of such company for the purposes and consideration stated therein.

Given under my hand and seal of office, this the _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS