

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

SUBCONTRACTOR: _____

Upon receipt by undersigned of a check from _____ in the sum of \$ _____ payable to _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's liens, stop notice or bond rights that the undersigned has on said Project against the Contractor, Owner, Subcontractor or the surety of any payment or performance bond issued in regard to the Project to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished through _____ only (herein the "Release Date"), and does not cover any retention retained before or after the Release Date, extras furnished before the Release Date for which payment has not been received and extras or items furnished after the Release Date.

Rights based upon work performed , items furnished or extras under a written change order which has been fully executed by the parties prior to the Release Date are covered by this release unless specifically reserved by the claimant in this release. Except as set forth herein, this release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

LIEN CLAIMANT: _____

BY: _____

TITLE: _____

DATE: _____

At _____

Subscribed and Sworn before me day this ____ day of

_____, 20__.

Notary Public, State of Texas

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

SUBCONTRACTOR: _____

The undersigned has been paid and received a progress payment in the sum of \$_____ for labor and services, equipment, or materials furnished to the Contractor, Owner or Subcontractor on the above described Project. The undersigned does hereby release pro tanto any mechanic liens, stop notice or bond rights that the undersigned has on said Project or against such Contractor, Owner, Subcontractor and surety of any payment or performance bond issued in regard to the Project through _____(the "Release Date"), only and does not cover any retention or items furnished after the Release Date.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

LIEN CLAIMANT: _____.

I certify under penalty of perjury under laws of the State of Texas that the above is a true and correct statement.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Dated this _____ day of _____ 20 _____

At _____

Subscribed and Sworn before me day this ____ day of

_____, 20__

Notary Public, State of Texas