

SUBCONTRACTOR CONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT

Project _____

PO # _____

On receipt by the signer of this document of a check from **Cantera Design Builders, LLC** (Contractor) in the sum of \$_____ payable to _____ (payee) and when the check has been properly endorsed and has been paid by the bank on which it is drawn in good and sufficient funds, this document becomes effective to fully and finally and does hereby release the Contractor, the Owner, the Project and the Property from and against any mechanic's lien, 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 or other such claim arising under the agreement with the Contractor, 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 the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Contractor (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.

Date _____

Company: _____

By: _____ (Signature)

Title: _____

SUBSCRIBED BY, ACKNOWLEDGED, AND SWORN TO BEFORE ME, the undersigned authority, on this the ____ day of _____, 20__.

NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: _____