

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

Project \_\_\_\_\_

Job No. \_\_\_\_\_

On receipt by the signer of this document of a check from \_\_\_\_\_  
(maker of check) 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 the final payment to the signer for all labor, services,  
equipment, or materials furnished to the property or to \_\_\_\_\_(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 name)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, by  
\_\_\_\_\_ who is the \_\_\_\_\_ of  
\_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For  
The State of \_\_\_\_\_