

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

PROJECT: \_\_\_\_\_

JOB NO.: \_\_\_\_\_

On receipt by the signer of this document of a check from \_\_\_\_\_  
(maker of the 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 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

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Printed Name & Title

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

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

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that same for the purpose and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary

[AFFIX SEAL HERE]

**BILLS PAID AFFIDAVIT**

I, the undersigned, do hereby certify that the following is a COMPLETE list of all major Vendors and/or Suppliers of labor and/or materials, subcontract work, equipment or other work, rents, services or supplies furnished in and for the construction, design, improvement, alteration, and additions to the \_\_\_\_\_ through the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. I understand that the balances can and will be verified by Chaney-Cox Construction, Inc. for the benefit of the Owner to determine to whom monies are currently owed. At the discretion of Chaney-Cox Construction, Inc., a joint check may be issued to ensure the prompt payment of those involved in the construction of the above referenced project and to reduce the risk to the Owner for liens against said property.

\_\_\_\_\_  
Name of Sole Ownership, Corporation, or Partnership

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Printed Name & Title

**PLEASE NOTE:** WE MAKE EVERY EFFORT TO VERIFY SUPPLIER INFORMATION. OMITTING THE BELOW REQUESTED COMPANY CONTACT INFO COULD LEAD TO DELAYS IN PAYMENT. TO AVOID THESE POSSIBLE DELAYS, PLEASE PROVIDE AS MUCH INFORMATION AS POSSIBLE. THANK YOU.

COMPANY NAME	<i>AMOUNT PROVIDED</i>
CONTACT NAME	<i>BY SUPPLIER</i>
EMAIL ADDRESS AND/OR PHONE NO.	<i>DURING BILLING PERIOD</i>

**(LIST ANY AND ALL SUPPLIERS THAT PROVIDED MATERIAL IN EXCESS OF \$2,000)**

\_\_\_\_\_  
\$

\_\_\_\_\_  
\$

\_\_\_\_\_  
\$

\_\_\_\_\_  
\$

\_\_\_\_\_  
\$

\_\_\_\_\_  
\$

ATTACH ADDITIONAL PAGES, AS NEEDED.