

Conditional Waiver and Release Upon Final Payment

Dated _____, 20____.

The undersigned hereby acknowledges receipt from _____
the sum of _____ Dollars

(\$ _____), and hereby acknowledges payment in full to the undersigned of all
sums due the undersigned, as of the ____ day of _____ 20__ , for labor, materials or
other items supplied by the undersigned for **construction of a dwelling house owned by**

_____,
upon real estate described as follows:

_____;

and the undersigned hereby specifically releases the payer of such funds, and the owner of such
real estate, and such real estate and all improvements located thereon, from any and all claims,
causes of actions, liens and mechanic's liens for labor, material, work or other items supplied by
or through the undersigned prior to the date set forth above.

The undersigned further agrees to indemnify, defend and hold harmless the payer of such funds,
and the owner of such real estate, and such real estate, from any claims, actions, liens or
mechanic's liens which may be asserted by subcontractors, employees or laborers for work, labor
or materials provided to the undersigned, as of that date hereinabove set forth in this release, for
the construction of such dwelling, or any work in such construction.

In order to obtain the payment described above, the undersigned warrants and represents that all
persons furnishing materials, work or labor to or through the undersigned for the construction of
such dwelling have been paid in full. This release and agreement is contingent upon final
payment of the check or draft by which the payment described above is made.

Any and all claims for any additional work not included in this payment are noted as follows:
(None, unless noted below)

By: _____
Signature

Company

Print name

DISCLAIMER: THIS FORM MAY NOT BE LEGAL IN ALL STATES. PLEASE REFER TO YOUR STATES LAW, A
CONSTRUCTION ATTORNEY AND/OR YOUR TITLE COMPANY.