

**FINAL WAIVER AND RELEASE OF LIEN  
CONDITIONAL UPON FINAL PAYMENT**

STATE OF TEXAS

COUNTY OF GREGG

The undersigned is a contractor, subcontractor or materialman who has furnished services, labor equipment and/or materials in the construction, repair and/or replacement (the "Work") of improvement upon real property ("Property") owned by \_\_\_\_\_

located at \_\_\_\_\_ ("Owner"),

RLM Enterprises, Inc., dba RLM General Contractors, is the General Contractor for the Work pursuant to the Agreement between Owner and General Contractor.

Upon receipt by the undersigned of a check from RLM General Contractors as final payment in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) payable to \_\_\_\_\_

and when check has been properly endorsed and has been paid by the bank upon which it is drawn, then the undersigned does hereby acknowledge complete satisfaction of and hereby absolutely and forever waives and releases all liens and claims of liens of every kind against Owner or the property referred to above or any other property of Owner, including, but not limited to, all liens and claims of liens, which the undersigned may have as a result of or in connection with the performance or furnishings of such services, labor, equipment and/or materials.

The undersigned has further represented and warranted and does hereby represent and warrant that (a) it has not assigned and will not assign any claim for payment or any right to perfect a lien against said Property, (b) all persons or entities who have furnished services, labor, equipment and/or materials to the undersigned in connection with the Work have been paid all amounts to which they have or may become entitled therefor, and (c) the undersigned's portion of the Work is fully completed in accordance with the final plans and specifications therefor.

The undersigned hereby agrees unconditionally to indemnify General Contractor and Owner and hold General Contractor and Owner harmless against all liability, loss, cost or expense (including, but not limited to, attorneys' fees) now or hereafter incurred, paid or suffered by or asserted against Owner or any of Owner's property because of any claim or action by the undersigned, or by any person or entity claiming by, through or under the undersigned, with respect to the claims, liens and rights herein waived and released or arising out of any breach or untruth of any warranty or representation herein made.

The person signing this document represents that he or she is duly authorized to do so on behalf of the undersigned contractor, subcontractor or materialman.

All of the provisions of this document shall bind the undersigned and the undersigned's heirs, legal representatives, successors and assigns and shall inure to the benefit of General Contractor and Owner and their heirs, legal representatives, successors, assigns and sureties.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**AFFIDAVIT**

The undersigned, being familiar with the penalties provided by the law for making a false statement under oath as to any matters hereinabove set forth, hereby solemnly swears that I am familiar with and have personal knowledge of all matters above set forth, that I am duly authorized to execute this instrument and bind the contractor, subcontractor or materialman named above, and that I have read the foregoing Final Waiver and Release of Lien Conditional Upon Final Payment subscribed by me or on behalf of the named contractor, subcontractor or materialman, and that the contents thereof are true and correct.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me under my official hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public Signature, State of Texas

\_\_\_\_\_  
Printed Name