

TEXAS PAYMENT-STAGE LIEN WAIVER WORKFLOW SAMPLES

Texas payment-stage workflow samples prepared by SubLien with reference to Texas Property Code §§53.281–.284. The conditional forms are SubLien's payment-neutral adaptation of §53.284(b) and (d): they allow check, ACH, wire or other payment where the statute's wording is check-based. They are not verbatim statutory text, an official form, or a promise of enforceability. Review the current statute, these samples, and your project facts before use. These forms are not a substitute for the advice of an attorney. This file is provided free and as is, without warranty of any kind, including that it is current, complete or suitable for your project. To the fullest extent permitted by law, Sublien LLC is not liable for any use of this file or the forms in it. Use is subject to sublien.com/terms. Background and citations: sublien.com/lien-waiver-requirements/tx.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

SubLien payment-neutral adaptation — Texas Property Code §53.284(a), (b)

Project: _____

Job No.: _____

Payment of \$_____ from _____ (payer) to _____ (claimant) may be made by check, ACH, wire transfer, or another payment method. This waiver becomes effective only upon the claimant's actual receipt of that full amount in good and sufficient funds. If payment is made by check, the check must also be properly endorsed and honored by the bank on which it is drawn. When this payment condition is satisfied, 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: _____

By (Signature): _____

Title: _____

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Texas Property Code §53.284(c)

Project: _____

Job No.: _____

The signer of this document has been paid and has received a progress payment in the sum of \$_____ for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description). The signer therefore waives and releases 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 above referenced project to the following extent:

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.

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: _____

By (Signature): _____

Title: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

SubLien payment-neutral adaptation — Texas Property Code §53.284(a), (d)

Project: _____

Job No.: _____

Payment of \$_____ from _____ (payer) to _____ (claimant) may be made by check, ACH, wire transfer, or another payment method. This waiver becomes effective only upon the claimant's actual receipt of that full amount in good and sufficient funds. If payment is made by check, the check must also be properly endorsed and honored by the bank on which it is drawn. When this payment condition is satisfied, 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: _____

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Texas Property Code §53.284(e)

Project: _____

Job No.: _____

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description). The signer therefore waives and releases 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.

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: _____