

SUBCONTRACTOR'S CONDITIONAL FINAL WAIVER AND RELEASE OF LIEN

STATE OF TEXAS §
COUNTY OF _____ §

_____ (Subcontractor) is a Subcontractor who has furnished labor and/or material under an agreement with **SKYE Building Services, LLC (Contractor)** to a project owned by _____ (Owner) and known as _____ (the Project) located at _____ (the Property).

For and in consideration of prior payments, if any, and \$ _____, not yet received, representing the current progress payment on the Project, Subcontractor acknowledges complete satisfaction of, and forever waives and releases, any and all claims of every kind against Contractor, Owner, their agents, the Project, and the Property, including, but not limited to, all statutory or constitutional mechanic's liens and all contract liens, to which the undersigned may be entitled arising out of labor and/or material provided by or through, purchased by or supplied to the Subcontractor for use on the Project (the **Work**) through _____.

IN CONSIDERATION FOR PAYMENTS MADE, THE UNDERSIGNED SUBCONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR, OWNER AND THEIR AGENTS, HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ALL LIENS, CLAIMS, AND DEMANDS, INCLUDING COSTS AND ATTORNEYS FEES, ARISING OUT OF THE WORK THROUGH THE ABOVE STATED DATE, SAVE AND EXCEPT UNPAID CONTRACTUAL RETAINAGE, AND OUTSTANDING CHANGE ORDERS AND CLAIMS AS SPECIFICALLY NOTED HEREIN.

The total contract amount is hereby acknowledged as being \$ _____.

Subcontractor further represents and warrants that it has not assigned and will not assign any claim for payment, any right to perfect a lien claim, or any contractual, statutory or constitutional lien against the Property in connection with the Work.

Subcontractor further represents and warrants that all bills, claims, or liabilities incurred by Subcontractor in connection with the Work through the date of Subcontractor's last application for payment, if any, have been paid and satisfied, except as noted on the attached schedule of unpaid subcontractors and suppliers.

Subcontractor further represents and warrants that funds paid in reliance on this affidavit in the amount shown above together with the funds previously paid to or held by Subcontractor are sufficient for payment of any outstanding bills, claims, or liabilities incurred by Subcontractor in connection with the Work through the above stated date.

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

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

EXECUTED this _____ day of _____, 20__.

By: _____
(SIGNATURE)

Name: _____

Title: _____

Of _____
(COMPANY)

Before me, _____, on this day personally appeared _____ of _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

(SEAL)

Notary Public Officer
My Commission Expires: _____

**SCHEDULE OF UNPAID SUBCONTRACTORS AND
SUPPLIERS**

In connection with application for payment for period ending _____,
Subcontractor certifies that all bills, claims, or liabilities incurred by Subcontractor in connection with labor and/or material provided by or through, purchased by or supplied to the Subcontractor for use on the Project through the above stated date have been paid and satisfied except as follows (include name, address and phone number, and the amount owed through the date noted above):

NONE