

UNCONDITIONAL WAIVER FOR PROGRESS PAYMENT

* * * * *

Project:

The signer of this document has been paid and has received progress payments through _____ for all labor, services, equipment, or material furnished to the property or to American Constructors on the property of _____ (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 property 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 American Constructors. (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 t the attached statement(s) or progress payments request(s).

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME, by _____ of the above named Subcontractor/Seller, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas