



UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project : _____

Job No. _____

The signor 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 of IE2 Construction, Inc. on the property of _____ 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 IE2 Construction, Inc. 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)

SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day, _____ of _____ who personally appeared and is known to me to be the person and officer whose name is subscribed to the foregoing instrument, and swore to me that the same was the act of said capacity therein stated that all the facts stated herein are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____ 20____, to certify which witness my hand seal of office.

Notary Public in and for State of Texas

My Commission Expires _____