| ***A picture containing clock  Description automatically generated*** | |
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| **GLO’s Designated Representative (“GDR”):** | **GLO Contract Number:** |
| **Applicant Name and Property Address (“Property”):** | **Project #:** |
| **Project Type (Rehabilitation, Reconstruction, etc.):** | |

|  |  |
| --- | --- |
| **Contractor Information** | |
| **Contractor Name and Address (“Contractor”):** | **Contractor Contract Number (if applicable):** |
| **Contractor Requested Amount: $** | |
| Contractor, having furnished labor or materials for the construction of improvements on the Property, submits this Conditional Waiver and Release on Final Payment Affidavit (“Affidavit”) as a condition of payment for such labor or materials.  On receipt by the Contractor Authorized Representative of a check from the GLO in the requested amount (listed above) payable to aforementioned Contractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, 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 Contractor Authorized Representative’s position that the Contractor Authorized Representative has on the Property to the extent outlined in the GLO Contract.  This release covers the final payment to the Contractor Authorized Representative for all labor, services, equipment, or materials furnished to the Property or to the GLO.  Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the Contractor Authorized Representative.  The Contractor Authorized Representative warrants that the Contractor Authorized Representative has already paid or will use the funds received from this final payment to promptly pay in full all of the Contractor Authorized Representative’s laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the Property up to the date of this waiver and release. Payments for labor and/or material that are still due and payable by the Contractor to the laborers, subcontractors, materialmen, and suppliers are as follows:     |  |  |  |  | | --- | --- | --- | --- | | Name | Amount Owed | Address and Phone, if known | Anticipated Payment Date | |  |  |  |  | |  |  |  |  | |  |  |  |  |   Contractor hereby indemnifies the General Land Office (“GLO”), its officers, employees, and designees, and the State of Texas from and against any loss or expense resulting from false or incorrect information within this Affidavit.  Contractor understands that this Affidavit is being given pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code and that intentionally, knowingly, or recklessly making a false or misleading statement in this Affidavit constitutes a misdemeanor offense.  **Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.** | |

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| **Certification of Contractor** | | |
| **Printed Name of Contractor:** | | |
| **Name and Title of Contractor Authorized Representative:** | | **Title:** |
| **Signature of Contractor Authorized Representative:** | | **Date:** |
| **Notary’s Acknowledgment** | | |
| **State of Texas**  **County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Before me, a notary public, on this day personally appeared   **,** known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct. | | |
| **Signature of Notary** | **NOTARY SEAL** | |
| **Notary Public State of Texas – Printed Name** |
| **Date Notary’s Commission Expires** |

***Disclaimer:*** *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*