

**CONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

**WHEREAS**, the (Undersigned) \_\_\_\_\_ having been subcontracted by **Boyer Commercial Construction, Inc.** (Contractor) has furnished or caused to be furnished certain materials, equipment, services, and/or labor in connection with the construction of the \_\_\_\_\_ (Project), for \_\_\_\_\_ (Owner), pursuant to Owner's Agreement with Contractor dated \_\_\_\_\_.

**NOW THEREFORE**, in consideration and conditioned upon the receipt of final payment of \$ \_\_\_\_\_, which sum represents the total amount due pursuant to the Project stated above, Undersigned does hereby:

**Certify to Owner** that all persons, firms, associations, corporations, or other entities furnishing labor, materials, equipment, services, or supplies with respect to the Project stated above have been paid in full, including any and all applicable Federal, State and Local sales, use, excise, or similar taxes or import duties, licenses and royalties; and

**Waives** and acknowledges that this release covers final payment due to the Undersigned and any and all liens or claims of lien for the Project stated above is conditional until check constituting final payment has been properly endorsed and has cleared the bank.

**IN WITNESS WHEREOF**, Undersigned has caused these present to be signed by its duly authorized representative

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (Undersigned)

\_\_\_\_\_  
(Notary Public) (Seal)

By: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Printed Name: \_\_\_\_\_