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**NOTICE:**

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the amount set forth below. If you have not been paid, use a conditional release form.

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

pursuant to Texas Property Code Section 53.283 (2022)

**PROJECT:** 3419 Tuam Street **PLAN:** 1732

**Definitions:**

"Owner" means MH BUILDER-HOUSTON, LLC, a Texas limited liability company  
 "Job Location" means 3419 Tuam Street Houston, TX 77004  
 "Maker of Check" means MH BUILDER-HOUSTON, LLC, a Texas limited liability company  
 "Amount of Check" means SEE CHART BELOW  
 "Payee of Check" means Carlos Hernandez Cell: 832-629-0561 Off: N/A  
 7901 Leonora St, Houston TX 77061 Fax: N/A E-mail: ch6185936@gmail.com

#	P.O.S. #	QTY	Description 1	Percentage	COST	EXTENDED
1		56.60	Shower, Back-wall	5.66	10.00	
2		35.00	Shower, Rt-wall	3.50	10.00	
3		35.00	Shower, Lft-wall	3.50	10.00	
4		32.00	Jauzzi	8.00	4.00	
5		36.00	2nd Tub, Frt-wall	9.00	4.00	
6		36.00	2nd Tub, Back-wall	9.00	4.00	
7		45.00	2nd Tub, Side-wall	9.00	5.00	
8		65.00	Bath 2	13.00	5.00	
9		21.96	Utility	6.00	3.66	
10		0.00	K2, Pwdr, Pantry, Bar	0.00	0.00	
11		72.00	Master Bath	12.00	6.00	
12		15.00	Master Lav	3.00	5.00	
						449.56 Total
13		0.00	Master Bath	0.00	0.00	
14		0.00	Shower	0.00	0.00	
						0.00 Total
15		173.96	Tile Labor	---	2.50	434.90
16		1	Mudset	0.00	0.00	0.00
17		1	Shower w/ Tub * to include Silicone Caulking	800.00	800.00	800.00
18		1	Hardi Board, 1. Mstr Bath, 2. 2nd-Bath & Pwdr (walls & floors)?	0.00	0.00	0.00
19		1	Tub, Bath 2 * to include Silicone Caulking	450.00	450.00	450.00
20		1	Backplash	300.00	300.00	300.00
21		0	Fireplace	200.00	0.00	0.00

**SUBTOTAL: 1,984.90**

Date: 0-Jan-00	Check No: 0	Req Amt: 0.00	Percentage Paid: 0.00%	Description: < add description here >	Request %: 0.0%	TTL Request Amt: 0.00
				Retainage: 10.0%	198.49	
				Available Amount: 90.0%	1,786.41	
				Retainage Owed: 100.0%	1,984.90	

**Note : No other work is authorized to be performed without an APPROVED "Change Order!"**

**Terms Accepted** \_\_\_\_\_ **Date** \_\_\_\_\_

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to the above referenced "Payee of Check" (or person with whom signer contracted) on the property of the above reference ("Owner") located at the above reference ("Job Location") to the following extent: regarding the "Job Description/s" identified above. The signer therefore waives and releases any mechanic's lien 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.

The signer warrants that the signer has already paid or will use the funds received from this final 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 up to the date of this waiver and release.

**FINAL PAYMENT**

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Company Name: **Carlos Hernandez**  
 By (w/Title): \_\_\_\_\_

**Acknowledgement for Waiver and Release**

STATE OF TEXAS §  
 COUNTY OF \_\_\_\_\_ §  
 This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (name), \_\_\_\_\_ (job title)  
 title of \_\_\_\_\_ (company name).