

Homeowner Forms & Checklists

Johnson County Trusted Contractors

Printable blank forms - nine-page packet

Pages 2-5: four Texas statutory waiver forms

Page 6: How to Use This Packet

Page 7: Project Contact Sheet

Page 8: Payment Log

Page 9: Final-Payment Checklist

Before You Download or Use a Form

This report and its forms are for learning and recordkeeping only. Johnson County Trusted Contractors (JCTC) is not a law firm and does not give legal advice.

Using this guide or a form does not guarantee that you will avoid a lien, a dishonest contractor, unfinished work, or a financial loss.

Every project is different. These materials may not include every document, notice, deadline, or step your project requires. Downloading a form does not mean it is the right form for your situation.

Read each form before using it. If you do not understand it, or if there is an unpaid bill, dispute, or lien claim, speak with a qualified Texas attorney promptly. Do not change the statutory wording on your own.

The waiver wording was checked against the Texas Legislature text retrieved October 17, 2026. Laws can change.

Start with the standalone instructions on page 6. These are print-and-write forms, not interactive fillable fields.

Source: Texas Property Code 53.284. <https://tcss.legis.texas.gov/resources/PR/htm/PR.53.htm>

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project _____

Job No. _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$_____ payable to _____ (payee or payees of check) 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 signer's position that the signer has on the property of _____ (owner) located at _____ (location) 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 _____ (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.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

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)

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 payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project _____

Job No. _____

The signer 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 or to _____ (person with whom signer contracted) on the property of _____ (owner) located at _____ (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 project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (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 to the attached statement(s) or progress payment request(s).

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project _____

Job No. _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$_____ payable to _____ (payee or payees of check) 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 signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

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.

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

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 payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project _____

Job No. _____

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of _____ (owner) located at _____ (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.

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.

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

How to Use This Packet

1. Choose progress or final.

Progress means a payment during the job. Final means the last payment to the company signing. The homeowner's final payment to the main contractor may not be the final payment to every other company.

2. For checks, track two stages.

Our recommended tracking process: collect the appropriate conditional waiver when exchanging the check; verify it was endorsed and paid by the bank; then request the matching unconditional waiver after payment. Getting both forms is a recordkeeping recommendation, not a universal legal requirement. Do not require an unconditional waiver before the signer receives the stated amount in good funds.

3. Get the right signature.

The company giving up its claim signs through the claimant or an authorized representative. A main contractor's signature does not waive a separate company's rights. Keep records for each company and match the form to its bill and payment.

4. Keep the form wording.

Do not change the wording on pages 2-5. Complete the supplied blanks and keep referenced statements with the form. The unconditional progress form has a colon after "to the following extent:" before the next paragraph; that is how the statutory text reads. No extra blank has been added.

5. Paying by ACH, wire, or card?

The conditional statutory forms refer to a check. Do not replace "check" yourself or assume a transfer screenshot proves payment was received. Ask a qualified Texas attorney how to document that payment method and use an appropriate waiver. Save transaction and receipt evidence.

6. Before the final payment.

Arrange the residential final bills-paid affidavit in advance and collect it when final payment is tendered. Review any unpaid items. A waiver does not replace this affidavit or applicable reserved-funds duties.

Reserved funds, in plain words.

Section 53.101 generally requires an owner to keep back 10 percent during lien-eligible work and for 30 days after completion. This is not an extra fee; it is money held back from payment. A \$20,000 contract has a \$2,000 ten-percent amount. Ask a qualified Texas attorney how the calculation, completion date, exceptions, and any claims affect your project before releasing funds.

Project Contact Sheet

Project address: _____

For a residential construction contract, Section 53.256 requires the contractor to give a written list before construction starts and update it within 15 days after a subcontractor or supplier is added or deleted, unless the owner validly waives this right. Record names, addresses, and phone numbers.

Do not sign away your right to this list without understanding what you are giving up. An owner may waive it in writing; the statute requires specific waiver language and formatting.

Original list received: _____ Latest update: _____

Company / contact / address	Phone / email	Work or materials	Who pays?

Recordkeeping only. This sheet does not establish that anyone has been paid.

Payment Log

Project address: _____

Date / paid to	Amount / reference	Work covered	Conditional received	Payment cleared (date)	Unconditional received

Agreed price: _____ Approved changes (+/-): _____

Total paid: _____ Remaining balance: _____

For each receipt column, enter a date or write still needed / not applicable. Payment cleared means verified receipt of good funds, not simply sending or depositing a check. See page 6 for non-check payments. Keep matching bills, receipts, signed forms, and transaction records.

Final-Payment Checklist

Project address: _____

☐ Review the agreement and approved changes. Confirm the subcontractor / supplier list is current; do not unknowingly waive your right to receive it.

☐ Walk through the job and list unfinished items.

☐ Confirm the agreed plan for remaining work in writing.

☐ Reconcile the final bill with your payment log.

☐ Arrange the residential final bills-paid affidavit ahead of time; collect it when final payment is tendered. Review any unpaid amounts and people listed.

☐ Review each company's applicable waiver and payment evidence.

☐ Check reserved funds: Section 53.101 generally calls for keeping back 10 percent during lien-eligible work and for 30 days after completion. Get legal advice on your project before release.

☐ Collect applicable inspection records, warranties, and instructions.

☐ Save and back up the full project folder.

☐ Get legal advice about disputes, notices, or missing paperwork.

Notes: _____

This checklist is not a lien waiver, a bills-paid affidavit, or a determination of when payment is legally due.