



# Texas Workforce Commission

Member of the Texas Workforce Network

## CONTRACT RELEASE AGREEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This Contract Release Agreement is made and entered into by and between the Texas Workforce Commission (Agency) and \_\_\_\_\_ (Contractor).

The parties expressly understand and agree that:

1. The Agency and the Contractor had a contract, No. \_\_\_\_\_ which commenced on \_\_\_\_\_ and terminated on \_\_\_\_\_ by which the contractor agreed to administer or operate a \_\_\_\_\_ program and the Agency agreed to reimburse the Contractor, not to exceed a total contracted sum of \$ \_\_\_\_\_
2. The costs incurred under the contract shall not exceed the amount specified in Item #1 above, of which \$ \_\_\_\_\_ has been paid by the Agency to the Contractor and \$ \_\_\_\_\_ remains to be paid under the final acceptance of the close-out. The remaining contract balance of \$ \_\_\_\_\_ is the unpaid amount subject to recapture by the agency. By the execution of this agreement the Contractor agrees that upon payment of properly invoiced allowable costs from the said remaining contract balance by the Agency does release and discharge the Agency, its officers, agents, and employees of and from all liabilities, obligations, claims, and demands whatsoever arising from Contractor's unpaid bills as listed in the stated amounts on the "Schedule of Unpaid Liabilities and Other Claims Outstanding" form.
3. In case of a conflict between the terms contained in this Contract Release Agreement and the cited contract, the term(s) of this release agreement shall govern and the conflicting term(s) shall be void and of no effect
4. No provision of this Contract Release Agreement shall be construed as relieving Contractor of liability for costs ultimately disallowed as a result of financial and/or compliance audits of Contractor's program.
5. The Contractor shall maintain all documents related to said contract for a period of three (3) years after acceptance of the close-out by the Agency.

The person or persons signing this Contract Release Agreement on behalf of the Contractor or representing himself/herself or themselves as signing this agreement on behalf of the Contractor, hereby warrant and guarantee that he/she or they have been duly authorized by the Contractor to execute this release agreement on behalf of the Contractor and to validly and legally bind Contractor to all the terms of this agreement. The person or persons signing this release agreement shall be personally liable to the Agency for all damages and liabilities incurred as a result of such person's or persons' lack of legal authority to bind the Contractor to the terms of this agreement.

WITNESS OUR HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_  
(Authorized Contractor Agent)

\_\_\_\_\_  
(Address)

This release agreement is not effective until signed by the Executive Director of the Agency, or the Executive Director's designee.

APPROVED AND ACCEPTED on behalf of the Texas Workforce Commission:

\_\_\_\_\_  
Manager  
Payables

Completed forms, inquiries, or corrections to the individual information contained in this form shall be sent to Payables Manager, 101 East 15<sup>th</sup> St, Room 446, Austin, Texas 78778-0001. An individual may receive and review information that TWC collects regarding that individual by sending an e-mail to open.records@twc.state.tx.us or writing to TWC Open Records Section, 101 East 15<sup>th</sup> St, Room 266, Austin, Texas 78778-0001.