



■ COMMERCIAL

■ INDUSTRIAL

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Upon receipt of a check from _____ (maker of check)
 in the sum of \$ _____ payable to _____ (payee/payees of check)
 and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document waives and releases any mechanic's lien, stop notice, and/or payment bond rights the claimant has for labor and service provided, and equipment and/or material delivered, to the customer on this job for persons in the undersigned's position that the undersign has on the job located at _____ (project address), identified as _____ (project name) through _____ (date). Rights based upon labor or service provided, or equipment and/or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document unless listed as an exception: 1). Retentions; 2). Extras for which the claimant has not received payment; 3). The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment: Date(s) of waiver and release: _____ Amount(s) of unpaid progress payment(s): \$ _____; 4). Contract rights, including (a) a right based on rescission, abandonment, or breach of contract, and (b) the right of recover compensation for work not compensated by the payment. The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, material, men and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

(Date)

(Signature & Title)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.



- COMMERCIAL
- INDUSTRIAL

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

On receipt of a check from _____ (make of check) in the sum of \$_____ payable to _____ (payee/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 waives and releases any mechanic's lien, stop notice, and/or payment bond rights the claimant has for labor and service provided, and equipment and/or material delivered to the customer on this job for persons in the undersigned's position that the undersign has on the job of _____ (owner) located at _____, identified as _____ (project name). Rights based upon labor or service provided, or equipment and/or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document unless listed as an Exception below:

This document does not affect any of the following disputed claims for extras in the amount of \$_____

(Date)

(Claimant's Signature & Title)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.



■ COMMERCIAL

■ INDUSTRIAL

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

The undersigned, _____ has received the following progress payment in the amount of \$_____ for all labor, services, equipment and/or material furnished to _____ (Owner) for the project located at _____, (project address) identified as _____ (project name). This document waives and releases any mechanic's lien, stop notice, and/or payment bond rights the claimant has for labor and service provided and equipment and/or material delivered, to the customer, on this job, through _____ (date). Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document unless listed as an exception as follows: 1) retentions, 2). extras for which the claimant has not received payment, 3). contract rights, including (a) a right based on rescission, abandonment, or breach of contract, and (b) the right to recover compensation for work not compensated by the payment. The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, material men and suppliers for all work, materials, equipment and/or services provided for or to the above-referenced project up to the date of this waiver.

(Date)

(Claimant's Signature & Title)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.



■ COMMERCIAL

■ INDUSTRIAL

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

The undersigned _____ (claimant) has been paid in full for all labor, services, equipment and/or material furnished to _____ (owner) located at _____ and identified as _____ . This document waives and releases mechanic's lien, stop notice and/or payment bond rights the claimant has for all labor and service provided and equipment and material delivered to the customer on this job. Rights based upon labor or service provided and/or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

This document does not affect any of the following disputed claims for extras in the amount of \$ _____

(Date)

(Claimant's Signature & Title)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.