

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from: _____ in the sum of _____ payable to: _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of: _____ located at: _____ to the following extent: This release covers a progress payment for labor, services, equipment and material furnished to: _____ through _____ only and does not cover any retentions retained before or after the release date; extras, disputed items, and any items furnished before the release date for which payment has not been received; extras or disputed items furnished after the release date. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights including rights between parties to the contract based upon a rescission, abandonment or breach of the contract or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Note to Lien Claimant: Signing this form has legal implications. If you have any questions regarding how to complete this form or whether it has been properly completed, you should consult an attorney.

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: _____

State of: _____ County of: _____

My Commission expires: _____

Seal

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received progress payment in the sum of _____
for labor, services, equipment or material furnished to: _____

on the job of: _____

located at: _____

and does hereby release any mechanic's lien, stop notice or bond right that the undersigned has on the above
referenced job to the following extent. This release covers progress payments for labor, services, equipment, or
material furnished to: _____ through _____

only and does not cover any retention retained before or after the release date; extras, disputed items, and any
items furnished before the release date for which payment has not been received; extras or disputed items furnished
after the release date. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the
contract rights, including rights between parties to the contract based upon a rescission, abandonment or breach of
the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or
material covered by this release if that furnished labor, services, equipment or material was not compensated by
the progress payments.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NOTE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY FOR THE AMOUNT INDICATED ABOVE ONLY 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 RELEASE FORM.

Note: This document has important legal consequences; consultation with an attorney is encouraged with respect
to its use or modification. It is not effective until the check that constitutes payment has been properly endorsed
and cleared by the bank.

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: _____

State of: _____ County of: _____

My Commission expires: _____

Seal

**CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

Upon receipt by the undersigned of a check from: _____ in the sum of _____ payable to: _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of: _____ located at: _____. This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of \$_____.

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

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Note to Lien Claimant: Signing this form has legal implications. If you have any questions regarding how to complete this form or whether it has been properly completed, you should consult an attorney.

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: _____

State of: _____ County of: _____

My Commission expires: _____

Seal

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment, or material furnished to: _____ and does hereby waive and release any and all rights to a mechanic's lien, stop notice, or any right against a labor and material bond on the job of: _____ located at: _____.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Note: This document waives 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 release form.

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: _____

State of: _____ County of: _____

My Commission expires: _____

Seal