

# UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

THE UNDERSIGNED HAS BEEN PAID AND HAS RECEIVED A PROGRESS PAYMENT IN THE SUM OF  
\$ \_\_\_\_\_ FOR LABOR, SERVICES, EQUIPMENT OR MATERIAL FURNISHED TO:

Your Customer: \_\_\_\_\_

ON THE JOB OF: \_\_\_\_\_

Owner: \_\_\_\_\_

LOCATED AT: \_\_\_\_\_

Job Description: \_\_\_\_\_

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 A PROGRESS PAYMENT FOR LABOR, SERVICES, EQUIPMENT OR MATERIALS FURNISHED TO:

Your Customer: \_\_\_\_\_

THROUGH \_\_\_\_\_, \_\_\_\_\_ (date), ONLY AND DOES NOT COVER ANY RETENTIONS  
RETAINED BEFORE OR AFTER THE RELEASE DATE; EXTRAS FURNISHED BEFORE THE RELEASE DATE  
FOR WHICH PAYMENT HAS NOT BEEN RECEIVED; EXTRAS OR ITEMS FURNISHED AFTER THE RELEASE  
DATE. RIGHTS BASED UPON WORK PERFORMED OR ITEMS FURNISHED UNDER A WRITTEN CHANGE  
ORDER WHICH HAS BEEN FULLY EXECUTED BY THE PARTIES PRIOR TO THE RELEASE DATE ARE  
COVERED BY THIS RELEASE UNLESS SPECIFICALLY RESERVED BY THE CLAIMANT IN THIS RELEASE.  
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.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Signature)

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

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.