

**UNCONDITIONAL
WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from _____ (contractor),
in the sum of \$ _____ (amount of check), payable to:

(Subcontractor/Supplier)

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 and/or bond rights the undersigned has on the job known as _____ (job description) located at _____ (job location), to the following extent: This release covers a progress payment for labor, services, equipment, or material furnished to _____ (contractor) through _____ (date of pay estimate) only, and it 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, or 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 and bond rights 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.

NOTICE: 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.

Subcontractor/Supplier: _____

Date: _____

X _____
By: _____
Its: _____