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
on the job of:
located at:

to the following extent.

This release covers a progress payment for labor, services, equipment or material
furnished to:
through:
only and does not cover any retention 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 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 the 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. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated:

Company:

Signature:

By:
(Name & Title)

State of:

County of:

Subscribed and sworn to before me, this day of

Notary Public Signature:

Notary Public Name:

My Commission Expires: