

**UNCONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

[California Civil code 3262(d)2]

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

_____ on the job of _____
(Your Customer)

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 material furnished to

_____ through _____ only and does not cover any
(Date)

retention retained before or after the release date; extras furnished before the release date for which payment has not been released; 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 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.

Dated: _____

(Company)

By: _____
(Signature and title)

NOTICE TO PERSONS SIGNING THIS WAIVER: 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.