

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 _____

(Your Customer)

on the job of _____ located at _____

(owner)

(Job Description)

_____ and do hereby release pro tanto* 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

_____ through _____ only and do not cover any retention

or items furnished after that date.

Dated: _____

(Company Name)

By _____

(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.

*For so much; for as much as may be; as far as it goes.

Note: This form of release complies with the requirements of Civil Code Section 3262(d)(2). It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.