



**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Civil Code 3262 (d) (2)

The undersigned has been paid and has received a progress payment for labor, services, equipment, or material furnished \_\_\_\_\_ on the job of to \_\_\_\_\_

(Your Customer)

\_\_\_\_\_ located at \_\_\_\_\_  
(Owner) (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

\_\_\_\_\_ through \_\_\_\_\_  
(Your Customer) (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 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.

Dated: \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**“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.”**

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

California Civil Code No. 3362 (d) (1)

Upon receipt by the undersigned of a check  
from

\_\_\_\_\_  
(Maker of Check)

in the sum of \_\_\_\_\_ payable to \_\_\_\_\_  
(Amount of Check)

\_\_\_\_\_  
(Payee or Payees of Check)

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 has on the job of \_\_\_\_\_

\_\_\_\_\_  
(Owner)

located at \_\_\_\_\_

\_\_\_\_\_  
(Job Description)

to the following extent. This release covers a progress payment for labor, services,  
equipment, or material furnished to \_\_\_\_\_

\_\_\_\_\_  
(Your Customer)

through \_\_\_\_\_

\_\_\_\_\_  
(Date)

only and does not cover any retention's 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 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.

Before any recipient of the document relies on it, said party should verify evidence of  
payment to the undersigned.

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: Single or joint payee checks may be used. Release effective when check clears  
the bank with proper endorsements.

**CONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

Civil Code 3262 (d) (3)

Upon receipt by the undersigned of a check  
from \_\_\_\_\_

\_\_\_\_\_  
(Maker of Check)

in the sum of \_\_\_\_\_ payable to \_\_\_\_\_  
(Amount of Check)

\_\_\_\_\_  
(Payee or Payees of Check)

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 protanto any mechanic's lien,  
stop notice, or bond right the undersigned has on the job of \_\_\_\_\_

\_\_\_\_\_  
(Owner)

located at \_\_\_\_\_

\_\_\_\_\_  
(Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment,  
or material furnished on the job, except for disputed claims for additional work in the  
amount of \_\_\_\_\_. Before any recipient of the document relies on it, said  
party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: Single or joint payee may be used. Release effective when check cleared the bank  
with proper endorsements.