

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Check Number: _____

Property Name: _____

Property Location: _____

Undersigned's Customer: _____

Invoice/Payment Application Number _____

Payment Amount: _____

Payment Period: _____

The undersigned has been paid and has received a progress payment in the above referenced payment amount for all work, materials and equipment the undersigned furnished to his customer for the above described property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the property or to the undersigned's customer, which are the subject of the invoice or payment application, but only to the extent of the payment amount or such portion of the payment amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications of changes pending approval, disputed items and claims, or items furnished or invoiced after the payment period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he received from this progress payment promptly to pay in full all his laborers, subcontractors, material men and suppliers for all work, material or equipment that are the subject of this waiver and release.

Dated: _____

_____ Company Name

By: _____

Its: _____

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 TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.