

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Civil Code Section 3262(d)(1)

Upon receipt by the undersigned of a check from _____
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 has 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 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
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 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 Name)

(Signature)

By: _____
(Printed Name, Title)