

## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project:

On receipt by the undersigned of funds from \_\_\_\_\_ in the sum of \_\_\_\_\_ made to \_\_\_\_\_ and when the funds have been properly transferred from \_\_\_\_\_ to \_\_\_\_\_ this document becomes effective to release any mechanics' lien, and state or federal statutory bond right, any private bond right, any claim for payment, any bonded stop notice, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of \_\_\_\_\_ located at \_\_\_\_\_ to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite through \_\_\_\_\_ only and does not cover any retention, pending modifications and changes, or other items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned. The undersigned warrants that he/she either has already paid or will use the monies he/she receives from this progress payment to promptly pay in full all of his/her laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Company

By:

\_\_\_\_\_  
Title

State of \_\_\_\_\_)

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that (s)he is the \_\_\_\_\_ of \_\_\_\_\_ and that said document was signed by him/her in behalf of said company by authority of its bylaws (or resolution of its Board of Directors), and said acknowledged to me that said company executed the same.

S  
E \_\_\_\_\_ Notary Public  
A  
L \_\_\_\_\_ Commission Expires