

Unconditional Waiver and Release Upon Progress Payment Instructions

1. When Given:

May be given where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the form below. (CC Sec. 3262d2).

2. By Whom Given:

Given by the person expecting payment in exchange for the release of any lien, stop notice or bond rights. This form, releases unconditionally, any lien rights claimant may have for the dollar amount written in the form. (CC Sec. 3262a).

3. To Whom Given:

The release may be given to the Maker of the check. In most instances the Maker will be the owner, lender or original contractor.

4. How Given:

The code section does not specify method of delivery. The code section does not require the form to be notarized.

5. How Many Given:

Unconditional Waiver and Release Upon Progress Payment documents should only be given after the progress payment has actually been paid.

Unconditional Waiver and Release Upon Progress Payment

CALIFORNIA CIVIL CODE SECTION 3262 (d)(2)

The undersigned has been paid and has received a progress payment in the sum of \$ Amount of Check

for labor, services, equipment, or material furnished to Your Customer

on the job of Owner of Job

located at Description of Job

and does hereby release any mechanics' 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 Your Customer

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 mechanics' 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: Date Executed Your Company Name

By Title of Signatory

*** Date that the check amount encompasses. This form waives and releases any lien rights you may have through the date and dollar amount on the form.**

"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."

NOTE: CIVIL CODE 3262 (d)(2) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the form set forth above.

Unconditional Waiver and Release Upon Progress Payment

CALIFORNIA CIVIL CODE SECTION 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 _____
on the job of _____

located at _____
and does hereby release any mechanics' 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 _____ 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
mechanics' 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: _____

By _____

"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."

NOTE: CIVIL CODE 3262 (d)(2) PROVIDES: *Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the form set forth above.*