

# CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

CALIFORNIA CIVIL CODE SECTION 3262(D)(1)

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

(Maker of Check)

\_\_\_\_\_ payable to \_\_\_\_\_ and when the check has

(Amount of check)

(Payee or Payees of check)

been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanics' 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 \_\_\_\_\_ through \_\_\_\_\_ only and

(Your Customer)

(Date)

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

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

By:

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Title)

**NOTE: CIVIL CODE 3262(D)(1) PROVIDES:** Where the claimant is required to execute a waiver and release in exchange or , or in order to induce a payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, 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 all labor, services, equipment or material furnished to \_\_\_\_\_ on the job of \_\_\_\_\_  
(Your Customer)  
\_\_\_\_\_ and does hereby release any mechanics' lien, stop notice, or bond right  
(Job Description)  
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  
(date)  
release date; extras furnished before the release date or 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 rescission, abandonment or breach of 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.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Company Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

**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 CONITIONAL 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 follows substantially the form set forth above.

# CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

CALIFORNIA CIVIL CODE SECTION 3262(D)(3)

Upon receipt by the undersigned of a check from \_\_\_\_\_ In the sum of \_\_\_\_\_  
(Maker of Check)  
\_\_\_\_\_ payable to \_\_\_\_\_ and when the check  
(Amount of check) (Payee or Payees of check)  
has properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanics' lien, stop notice, or bond right the undersigned has on the job of

\_\_\_\_\_ located at \_\_\_\_\_  
(Owner) (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 this document relies on it, the party should verify evidence of payment to the undersigned.

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

By: \_\_\_\_\_  
(Company name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

**NOTE: CIVIL CODE 3262(d)(3) PROVIDES:** Where the claimant is required to execute a waiver and release in exchange for, or in order to induce a payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

**UNCONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

CALIFORNIA CIVIL CODE SECTION 3262(d)(4)

The undersigned has been paid in full for all labor, services, equipment or material furnished to

\_\_\_\_\_ on the job of \_\_\_\_\_  
(Your Customer) (Owner)

located at \_\_\_\_\_ and does hereby waive and release any right to a  
(Job Description)  
mechanics' lien, stop notice, or any right against a labor and material bond on the job, except for disputed  
claims for extra work in the amount of \$ \_\_\_\_\_.

By: \_\_\_\_\_  
(Company name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

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