

4.2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

To:

APN Number:

Project Location or Address:

Project Description:

SAMPLE

VERSION

Purchase and

The undersigned has been paid and has received a progress payment in the amount of or labor, services, equipment or material furnished to on the job of located at the above Project Location or Address and does hereby release pro tanto any mechanic's 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 retention retained before or after the release date; extras furnished before the release date for which payment has not been received. 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 a contract based on 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.

download a working version today

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, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.