

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

To the Owner, Contractor, Construction Lender and/or Surety:

The undersigned has been paid in full for all labor, services, equipment or material furnished to Faris Construction Company on the job of _____

(Owner)

located at _____

(Job Description)

and does hereby waive and release any right to a mechanic's 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 \$ _____.

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.

Date: _____

(Signature)

(Company Name)

By: _____

(Print or Type Name & Title)

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

To the Owner, Contractor, Construction Lender and/or Surety:

Upon receipt by the undersigned of a check from Faris Construction Company in the sum of \$ _____ payable to _____

(Payee or Payees of Check)

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 _____

(Owner)

located at _____

(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, said party should verify evidence of payment to the undersigned.

Date: _____

(Signature)

(Company Name)

By: _____

(Print or Type Name & Title)

State of California

County of _____

On _____ before me, (_____), personally appeared _____
here insert name and title of the officer

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

(Seal)

My Commission Expires: _____

INSTRUCTIONS: Use the Unconditional Waiver and Release if payment has been or will be received upon submission of the completed, signed and notarized document. Use the Conditional Waiver and Release if payment is to be made at a date after submission of the completed, signed and notarized document. **Receipt, Release and Indemnity Agreement must also be submitted with either release.**