

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for labor, services, equipment or material furnished to Faris Construction Company on the job of _____
(Owner)
located at _____

(Job Description)

and does hereby release 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 Faris Construction Company through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for _____
(Date)

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 mechanic's 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 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.

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: _____

(Company Name) _____
(Signature)
By: _____
(Print or Type Name & Title)

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT (California)

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)

to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Faris Construction Company through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release _____
(Date)

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 mechanic's 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.

Date: _____

(Company Name) _____
(Signature)
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.