

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project _____

Job No. _____

On receipt by the signer of this document of a check from _____
(maker of check) 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 on which it is drawn, this document becomes effective to release
any mechanic's lien right, any right arising from a payment bond that complies with a state
or federal statute, any common law payment bond right, any claim for payment, and any
rights under any similar ordinance, rule, or statute related to claim or payment rights for
persons in the signer's position that the signer has on the property of _____
(owner) located at _____ (location) to the following extent:
_____ (job description).

This release covers a progress payment for all labor, services, equipment, or
materials furnished to the property or to _____ (person with whom signer
contracted) as indicated in the attached statement(s) or progress payment request(s),
except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should
verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received
from this progress payment to promptly pay in full all of the signer's laborers,
subcontractors, materialmen, and suppliers for all work, materials, equipment, or services
provided for or to the above referenced project in regard to the attached statement(s) or
progress payment request(s).

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)