


**From:** Emma Poeling ht4boomer@yahoo.com   
**Subject:** Lien Release  
**Date:** February 27, 2024 at 9:00 AM  
**To:** Jim landarizona.net jim@landarizona.net

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EP

Jim,

Attached you will find copies of the legal documents that need to be used for conditional and/or unconditional release. As you will see, the conditional release form that you had me sign is not a legal document in the state of Arizona.

Until I get paid for the extra work that I did, and for all the chargebacks you tried to deduct, my lien will stay in place.

Thank you,  
Emma for Boomer of HT4



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**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT  
PURSUANT TO A.R.S. § 33-1008**

Project: \_\_\_\_\_

Job No.: \_\_\_\_\_

The undersigned has been paid in full for all labor, services, equipment or material furnished to the jobsite or to \_\_\_\_\_ (person with whom undersigned contracted) on the job of \_\_\_\_\_ (owner) located at \_\_\_\_\_ (job description) and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private 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 undersigned's position, except for disputed claims for extra work in the amount of \$ 0.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project.

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

**>NAME OF COMPANY**

By \_\_\_\_\_

>Name

>Title

**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.**

## CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: \_\_\_\_\_

Job No.: \_\_\_\_\_

On receipt by the undersigned of a check from \_\_\_\_\_ in the sum of \$\_\_\_\_\_ payable to \_\_\_\_\_, 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, any state or federal statutory bond right, any private 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 undersigned's position, 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 materials furnished to the jobsite or to \_\_\_\_\_ (person with whom undersigned contracted), except for disputed claims in the amount of \$\_\_\_\_\_. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this Waiver.

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

**>NAME OF COMPANY**

By \_\_\_\_\_  
>Name  
>Title