

4.1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

To:

APN Number:

Project Location or Address:

Project Description:

in the amount of \$

SAMPLE

Upon receipt by the undersigned of a check from _____ and when the check has been properly endorsed and has been paid by the bank payable to _____ 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 _____ located at the above Project Location or Address to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to _____ Date _____ through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release 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.

VERSION

Name and Title: _____

This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including the rights between parties to the 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 materials 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.

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