

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

Upon 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 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 the pool construction located at \_\_\_\_\_ to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to \_\_\_\_\_ 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. 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 the document relies on it, said party should verify evidence of payment to the undersigned.

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

[CONTRACTOR]

By: \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment in the sum of \$\_\_\_\_\_ for labor, services, equipment, or material furnished to \_\_\_\_\_, on the job the pool construction located at \_\_\_\_\_ 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 a material furnished to \_\_\_\_\_ 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. 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.

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

[CONTRACTOR]

By: \_\_\_\_\_

**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 UPON FINAL PAYMENT**

Upon 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 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 pool construction located at  
\_\_\_\_\_ and owned by  
\_\_\_\_\_

This release covers the final payment to the undersigned for all labor,  
services, equipment, or material furnished on the job. Before any recipient of  
this document relies on it, the party should verify evidence of payment to the  
undersigned.

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

[ CONTRACTOR ]

By: \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to \_\_\_\_\_ on the job of pool construction located at \_\_\_\_\_ 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 \$\_\_\_\_\_.]

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

[CONTRACTOR]

By: \_\_\_\_\_

**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.**