

# UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

**Project Name:** [Project Name]

**Project Location:** [Project Address/Description]

**Customer Name:** [Name of Party who hired the Signer]

The undersigned has been paid and has received a progress payment in the sum of \$[Amount] for all labor, services, equipment, or materials furnished to the jobsite or to [Customer Name] on the job of [Owner Name] located at [Project Address] through [Date (the "Through Date")].

The undersigned does hereby 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 the claim or right that the undersigned has on the above referenced project to the following extent: This release covers a progress payment for all labor, services, equipment, or materials furnished to the jobsite or to [Customer Name] through the Through Date only and does not cover any retention, pending modifications and changes, or items furnished after the Through Date.

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

**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.**

**Company Name:** [Your Company Name]

**By:** \_\_\_\_\_ (Signature)

**Name:** [Print Name]

**Title:** [Print Title]

**Date:** [Date of Signature]

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## Notary Acknowledgement (If Required)

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Notary Public