Unconditional Waiver and Release Upon Progress Payment

Instructions

1. When Given:

May be given where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the form below. (CC Sec. 3262d2).

2. By Whom Given:

Given by the person expecting payment in exchange for the release of any lien, stop notice or bond rights. This form, releases unconditionally, any lien rights claimant may have for the dollar amount written in the form. (CC Sec. 3262a).

3. To Whom Given:

The release may be given to the Maker of the check. In most instances the Maker will be the owner, lender or original contractor.

4. How Given:

The code section does not specify method of delivery. The code section does not require the form to be notarized.

5. How Many Given:

Unconditional Waiver and Release Upon Progress Payment documents should only be given after the progress payment has actually been paid.

Unconditional Waiver and Release Upon Progress Payment

CALIFORNIA CIVIL CODE SECTION 3262 (d)(2)

The undersigned has been paid and has rec	eived a progress pay	ment in the sum of \$ _	Check
for labor, services, equipment, or material f	urnished to	Your Cus	tomer
on the job of	Owner of	Job	
	Description		
and does hereby release any mechanics' lie above referenced job to the following exter equipment, or materials furnished to	t. This release cover	s a progress payment fo	
through	only	and does not cover any	retentions retained
before or after the release date; extras furn received; extras or items furnished after the furnished under a written change order which are covered by this release unless specifical mechanics' lien, stop notice, or bond right between parties to the contract based upon a of the undersigned to recover compensation this release if that furnished labor, services payment.	ne release date. Righ h has been fully exect ly reserved by the cla shall not otherwise af rescission, abandonn for furnished labor, se equipment or mater	tts based upon work pe tted by the parties prior imant in this release. T fect the contract rights tent or breach of the co prvices, equipment or m ial was not compensate	erformed or items to the release date his release of any , including rights ntract, or the right aterial covered by d by the progress
Date Executed	You	r Company	Name
	By	itle of Sign	atory

* Date that the check amount encompasses. This form waives and releases any lien rights you may have through the date and dollar amount on the form.

"NOTICE TO PERSONS SIGNING THIS WAIVER: 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."

NOTE: CIVIL CODE 3262 (d)(2) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver release shall follow substantially the form set forth above.

Unconditional Waiver and Release Upon Progress Payment

CALIFORNIA CIVIL CODE SECTION 3262 (d)(2)

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 of		
located at		
and does hereby release any mechanics' 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 materials furnished to		
throughonly 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 mechanics' 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:		
By		

"NOTICE TO PERSONS SIGNING THIS WAIVER: 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."

NOTE: CIVIL CODE 3262 (d)(2) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the form set forth above.