

# CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

This form complies with professional standards currently in effect

Upon receipt by the undersigned of a check from \_\_\_\_\_

\_\_\_\_\_  
(Your Customer)

in the sum of \$ \_\_\_\_\_ payable  
(Amount of Check)

\_\_\_\_\_  
(Payee or Payees of Check)

and when the check has been properly endorsed shall become effective to release any Mechanic on the job of \_\_\_\_\_

the bank upon which it is drawn, this document the undersigned has \_\_\_\_\_

located at \_\_\_\_\_

This release covers a progress payment of the value of \_\_\_\_\_

\_\_\_\_\_  
(Your Customer)

services, equipment and/or material furnished to \_\_\_\_\_ through \_\_\_\_\_ only  
(Date)

and does not cover any retentions retained before payment has not been received; extras or items furnished under a written Change Order which are not specifically reserved by the client; this release unless specifically reserved by the client does not otherwise affect the contract rights, including the right of the undersigned to sue for breach of the contract, or the right of the undersigned to sue for and/or material covered by this release if that material was not compensated by this progress payment. Before any recipient of this release signs, they should verify evidence of payment to the undersigned.

extras furnished before the release date for which the undersigned has not been compensated. Rights based upon work performed or items furnished by the parties prior to the release date are covered by this release. Release of any Mechanic's Lien or Bond right shall not be affected by this release. This release is in full satisfaction of the contract based upon a rescission, abandonment, or termination of the contract for furnished labor, services, equipment, material, and/or material was not compensated by the undersigned. Before any recipient of this release signs, they should verify evidence of payment to the undersigned.

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name/Title)

**Note:** This form is to be used by a party who has not yet cleared the bank. This release only becomes effective when the progress payment check has not yet been fully endorsed, has cleared the bank.

at \_\_\_\_\_  
when the progress payment check has not yet been fully endorsed, has cleared the bank.

**THE UNDERSIGNED HAVE PERFORMED  
AND HAVE BEEN PAID IN FULL TO DATE**

**ON THE PROJECT DESCRIBED ABOVE**

\_\_\_\_\_  
(Signature Of Individual Performing Labor for Wages)

\_\_\_\_\_  
Individual Performing Labor for Wages) (Date)

\_\_\_\_\_  
(Signature Of Individual Performing Labor for Wages)

\_\_\_\_\_  
Individual Performing Labor for Wages) (Date)

\_\_\_\_\_  
(Signature Of Individual Performing Labor for Wages)

\_\_\_\_\_  
Individual Performing Labor for Wages) (Date)

\_\_\_\_\_  
(Signature Of Individual Performing Labor for Wages)

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not otherwise affect the contract rights, including  
or breach of the contract, or the right of the undersigned  
and/or material covered by this release if that material  
progress payment. Before any recipient of this  
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Notes:  
\_\_\_\_\_

Sample