

Conditional Waiver and Release Upon Progress Payment Instructions

1. When Given:

May be given in exchange for, or in order to induce payment of a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, (CC Sec. 3262d1).

2. By Whom Given:

Given by the person expecting payment in exchange for the release of any lien, stop notice or bond rights. Evidence of payment may be by the claimant's endorsement on a single or joint payee check which has been paid by the bank upon which it was drawn or by written acknowledgment of payment given by the claimant. (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.

5. How Given:

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

6. How Many Given:

Conditional Waiver and Release Upon Progress Payment documents may be given throughout the course of the job in exchange for progress payments.

Conditional Waiver and Release Upon Progress Payment

CALIFORNIA CIVIL CODE SECTION 3262 (d)(1)

Upon receipt by the undersigned of a check from **Maker of Check**
in the sum of \$ **Amount of Check**
payable to: **Payee or Payees of Check**

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 mechanics' lien, stop notice, or bond right the
undersigned has on the job of **Owner of Job**
located at **Description of Job**

to the following extent. This release covers a progress payment for labor, services, equipment, or
material furnished to **Your Customer**
through **Date that the check amount encompasses: Be sure to include any shipments made through that date that you may not yet have invoiced.**

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 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. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: **Date Executed** **Your Company Name**
By **Title of Signatory**

NOTE: CIVIL CODE 3262 (d)(1) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

Conditional Waiver and Release Upon Progress Payment

CALIFORNIA CIVIL CODE SECTION 3262 (d)(1)

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 mechanics' lien, stop notice, or bond right the

undersigned has on the job of _____

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 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 compen-

sation 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 this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

By _____

NOTE: CIVIL CODE 3262 (d)(1) PROVIDES: *Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.*