

# UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

## CALIFORNIA CIVIL CODE SECTION 3262 (d)(2)

Job/Account # \_\_\_\_\_

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: \_\_\_\_\_

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 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.

Date: \_\_\_\_\_ (COMPANY NAME)

By: \_\_\_\_\_ (SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

**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 the form set forth above.**