CONDITIONAL WAIVER OF LIEN/MECHANICS' LIEN WAIVER

THIS DOCUMENT IS ENFORCEABLE AGAINST THE SIGNER AND IS USED IF THE SIGNER HAS NOT BEEN PAID FOR GIVING UP THE RIGHTS TO THE LIEN, PAYMENT NOTICE, AND ANY PAYMENT BOND RIGHTS.

Place: _____, _____, _____ _____

Date: ___/___/_____

OWNER: _____ ("Owner")

CONTRACTOR: _____ ("Contractor")

CONTRACT: Contract between Owner and Contractor dated ___/___/_____.

PROJECT: _____ ("Project")

CONDITIONAL WAIVER/RELEASE UPON PROGRESS PAYMENT:

Payment Amount: $_____

Upon receipt by the undersigned of a check in the above-referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release, and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above-described Property to the following extent:

This release covers a progress payment for the work, materials, or equipment furnished by the undersigned to the Property or to the Undersigned's Customer that are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, the recipient should verify the evidence of payment to the undersigned. The undersigned warrants that they either have already paid or will use the money received from this progress payment promptly to pay in full all laborers, subcontractors, materialmen, and suppliers for all work, materials, or equipment that are the subject of this waiver and release.

IN WITNESS WHEREOF, Contractor, acting by its duly authorized officers and intending to be legally bound, has hereunto caused this instrument to be duly executed as of the day and year first above written.

CONTRACTOR:

Dated: ___/___/_____

By: _____

Printed Name: _____