



Waiver Release Instructions

Conditional and Unconditional Waiver and Release Forms

General Principles: No lien release is binding unless the claimant executes (signs) and delivers a waiver and release. If signed by the claimant or his or her authorized agent, the signed form is effective to release:

- the owner;
- the construction lender; and
- the surety (in the case of a payment bond).

Be careful: paying your contractor (and/or getting a release from your contractor) does not guarantee that other claimants, like subcontractors and suppliers, are paid. A claimant is a person who, if not paid, can file a lien on your home.

To be effective, the waiver and release forms must follow substantially one of the forms set forth in [Civil Code Section 3267](#). The four forms are:

1. Conditional Waiver and Release Upon Progress Payment

Use this form when 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 has not been paid. This form is useful when the claimant has not been paid yet, but will be paid out of a progress payment that is not the final payment. This conditional waiver and release is only effective if the claimant is *actually paid*. This release does not cover all items. See the "[Conditional Waiver And Release Upon Progress Payment](#)" form for more information.

2. Unconditional Waiver and Release Upon Progress Payment

Use this form when 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 that he or she has in fact been paid the progress payment. This release does not cover all items. See the "[Unconditional Waiver And Release Upon Progress Payment](#)" form for more information.

3. Conditional Waiver and Release Upon Final Payment

Use this form when the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a final payment and the claimant has not been paid. This release is only binding if there is evidence of payment to the claimant. Evidence of payment may be demonstrated by:

- the claimant's endorsement on a single check or a joint payee check which has been paid by the bank upon which it was drawn; or
- written acknowledgment of payment given by the claimant.

See the "[Conditional Waiver and Release Upon Final Payment](#)" form for more information.

4. Unconditional Waiver and Release Upon Final Payment

Use this form when the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment *and* the claimant asserts in the waiver he or she has in fact been paid the final payment. See the "[Unconditional Waiver and Release Upon Final Payment](#)" form for more information.

Caution: in the case of a conditional release, the release is only binding if there is evidence of payment to the claimant. Evidence of payment may be demonstrated by:

- the claimant's endorsement on a single check or a joint payee check which has been paid by the bank upon which it was drawn; or
- Written acknowledgment of payment given by the claimant.



Conditional Waiver & Release Upon Progress Payment

Civil Code 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 mechanic's 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 all labor, services, equipment or materials furnished 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 mechanic's 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 receipt of this document relies on it, said party should verify evidence of payment to the undersigned.

EXECUTED on this _____ day of _____, 20__.

Company Name

BY _____
Signature

Title

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.



Conditional Waiver & Release Upon Progress Payment

Civil Code 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 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 mechanic's lien, stop notice or bond right the undersigned has on the job of **(Owner)** located at **(Job Description)** to the following extent.

THIS RELEASE covers a progress payment for all labor, services, equipment or materials furnished 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 mechanic's 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 receipt of this document relies on it, said party should verify evidence of payment to the undersigned.

EXECUTED on this _____ day of _____, 20__.

Company Name

BY _____

Signature

Title

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

SUBCONTRACTOR & MATERIAL SUPPLIER Progress Payment Release Form

SUBCONTRACTOR or SUPPLIER:

Date: _____

Invoice: _____

Job: _____

Job No: _____

SUBCONTRACT OR P.O. AMOUNT:	_____
APPROVED CHANGE ORDERS:	_____
REVISED CONTRACT AMOUNT: WORK	_____
COMPLETED TO DATE :	_____
LESS PREVIOUSLY BILLING:	_____
CURRENT BILLING: LESS	_____
RETENTION 10%: NET	_____
AMOUNT DUE:	_____

**CONDITIONAL WAIVER AND
RELEASE UPON PROGRESS**

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from _____ in the sum of _____ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims, mechanic's or material men's lien, equitable lien, stop notice, or claim rights which the undersigned has on the above referenced job.

This release covers final payment for all labor, services, equipment, materials furnished and/or claims through _____.

NOTICE: BEFORE ANY RECIPIENT OF THIS DOCUMENT RELIES ON IT, SAID PARTY SHOULD VERIFY EVIDENCE OF PAYMENT TO THE UNDERSIGNED.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Signature: _____

Title: _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 20__

Notary Public:

**UNCONDITIONAL WAIVER AND
RELEASE UPON PAYMENT**

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments from _____ in the sum of \$_____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims, mechanic's or material men's lien, equitable lien, stop notice, or bond claim rights which the undersigned has on the above referenced job. This release covers progress payments for labor, services, equipment, materials furnished and/or claims through this ___ day of _____ only and does not cover any retention or items furnished after that date.

NOTICE: 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____

THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Signature _____

Title: _____

Date: _____

Subscribed and sworn before me this
_____ day of _____, 20__

Notary Public: