

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(CALIFORNIA CIVIL CODE §3262(d)(1))

Upon receipt by the undersigned of a check from **NATIONAL BUILDERS CONTROL, INC.** in the sum of
\$ _____ payable to _____
(Amount of check) (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 mechanic's lien, stop notice, or bond right the undersigned has on the job of _____

located at _____ to the following extent.
(Owner) (Job Description)

This release covers a progress payment for labor, services, equipment or material furnished to _____ through _____
(Your Customer) (Date)

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

Dated: _____
Company Name: _____
By: _____ Print or Type Name/Title: _____
SIGNATURE
Phone Number: _____

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(CALIFORNIA CIVIL CODE §3262(d)(2))

The undersigned has been paid and has received a progress payment in the sum of \$ _____
(Amount of check)

for labor, services, equipment, or material furnished to _____
(Your Customer)

on the job of _____
(Owner)

located at _____
(Job Description)

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above-referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to _____

(Your Customer)

through _____ only and does not cover any retentions retained before or after the
(Date)

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.

Dated: _____
Company Name: _____
By: _____ Print or Type Name/Title: _____
SIGNATURE
Phone Number: _____

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.