

# Conditional Waiver and Release Upon Progress Payment

**Upon receipt** by the undersigned of a check from **Thomas Construction and Consulting Services LLC** 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 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 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.