

Conditional waiver and release on progress payment

A.R.S. § 33-1008(D)(1)

Project: _____

Job No.: _____

On receipt by the undersigned of a check from _____

(maker of check)

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 on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

(owner)

located at _____ to the following

(job description)

extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to _____,

(person with whom undersigned contracted)

through _____ only and does not cover any retention,

(date)

pending modifications and changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Date: _____

(Company name)

By: _____

(Signature)

(Title)