

**WAIVER OF LIEN/MECHANICS' LIEN WAIVER**

THIS DOCUMENT IS ENFORCEABLE AGAINST THE SIGNER. IF THE SIGNER HAS BEEN PAID FOR GIVING UP THE RIGHTS TO THE LIEN, PAYMENT NOTICE, AND ANY PAYMENT BOND RIGHTS, INITIAL THE UNCONDITIONAL WAIVER AND RELEASE CLAUSE. IF THE SIGNER HAS NOT BEEN PAID FOR GIVING UP SUCH RIGHTS, INITIAL THE CONDITIONAL WAIVER AND RELEASE OPTION.

Place: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

OWNER: \_\_\_\_\_ (“Owner”)

CONTRACTOR: \_\_\_\_\_ (“Contractor”)

CONTRACT: Contract between Owner and Contractor dated \_\_\_\_\_, 20\_\_.

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 he or she either has 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.

\_\_\_\_\_ UNCONDITIONAL WAIVER/RELEASE UPON FINAL PAYMENT:

This document waives and releases lien rights, stop payment notice rights, and payment bond rights the Undersigned has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or rights based on equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the Undersigned, are waived and released by this document, unless listed as an Exception below. The Undersigned has been paid in full.



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:

By: \_\_\_\_\_  
Company

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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[Release of Liability Templates.](#)

Find out more about [Mechanic's Lien Release Template.](#)

