

**THE FOLLOWING FORM IS FOR INFORMATIONAL PURPOSES ONLY**

**IT IS NOT TO BE CONSTRUED AS LEGAL ADVICE NOR THE BASIS FOR  
FORMATION OF AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN  
THE USER AND SMITH & CRAVEN, PLLC  
NOR ANY OF ITS INDIVIDUAL ATTORNEYS.**

**USER ASSUMES ALL RISKS**

**SMITH & CRAVEN, PLLC**  
*Attorneys at Law*

[www.smithcraven.com](http://www.smithcraven.com) 480-222-2225

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

(Pursuant to A.R.S. §33-1008(d)(3))

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 was drawn, this document becomes effective to release any mechanics' lien, any state or federal statutory bond right, any bonded stop notice, 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 \_\_\_\_\_  
(Job Description and/or Location)

This release covers the final payment for all labor, services, equipment or materials furnished to the jobsite or to \_\_\_\_\_  
(Person with whom Undersigned Contracted)

except for disputed or unpaid claims in the amount of \$\_\_\_\_\_. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that it either has already paid or will use the monies it receives from this final 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. \_\_\_\_\_

(Type of Work, Materials and/or Equipment Furnished)

The following invoices and pay applications are included in the above referenced amount:

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_ (Company Name)

SMITH & CRAVEN, PLLC  
Attorneys at Law  
By \_\_\_\_\_ (Signature)

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(Title)

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