

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 480-222-2225

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(Pursuant to A.R.S. §33-1008)

Project: _____

Job No.: _____

Upon 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 private bond right, any claim for payment, any bonded stop notice, 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)

to the following 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, pending modifications
(Date)

and changes, or other 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/she either has already paid or will use the monies he/she 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. _____

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

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

Dated: _____

(Company Name)

By: _____
(Signature)

(Title)

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