

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

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(Pursuant to A.R.S. §33-1008(d)(2))

Project: _____

Job No.: _____

The undersigned has been paid and has received a progress payment in the sum of \$_____ for all labor, services, equipment or material furnished to the jobsite or to _____ on the job of _____
(Amount of Check) (Person with whom Undersigned Contracted) (Owner)

located at _____ and does hereby release any mechanics' lien, any state (Job Description and/or Location)

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 above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials

furnished to the jobsite or to _____ through _____
(Person with whom Undersigned Contracted) (Date)

only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that it either has already paid or will use the monies it 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:

Date: _____

(Company Name)

By: _____
(Signature)

(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

SMITH & CRAVEN, PLLC
Attorneys at Law

www.smithcraven.com 480-222-2225