CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

[California Civil Code §8132]

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

_____ _____
(Name of Claimant) (Your Customer)

_____
(Job Location)

_____ _____
(Owner) (Through Date)

NOTICE: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS THE CLAIMANT HAS FOR LABOR AND SERVICE PROVIDED, AND EQUIPMENT AND MATERIAL DELIVERED, TO THE CUSTOMER ON THIS JOB THROUGH THE THROUGH DATE OF THIS DOCUMENT. RIGHTS BASED UPON LABOR OR SERVICE PROVIDED, OR 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 CLAIMANT, ARE WAIVED AND RELEASED BY THIS DOCUMENT, UNLESS LISTED AS AN EXCEPTION BELOW. THIS DOCUMENT IS EFFECTIVE ONLY ON THE CLAIMANT'S RECEIPT OF PAYMENT FROM THE FINANCIAL INSTITUTION ON WHICH THE FOLLOWING CHECK IS DRAWN:

_____ _____ $ _____
(Maker of Check) (Check Payable To) (Amount of Check)

Exceptions:

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____ Amount(s) of unpaid progress payment(s): $ _____

(4) Contract rights, including **(A)** a right based on rescission, abandonment, or breach of contract, and
(B) the right to recover compensation for work not compensated by the payment.

x _____ _____ _____
(Claimant's Signature) (Claimant's Title) (Date of Signature)

NOTE: ***This form of release is in accordance with the requirements of Civil Code Section 8132. It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.***

THE UNDERSIGNED HAVE PERFORMED LABOR FOR WAGES ON THE PROJECT DESCRIBED ABOVE AND HAVE BEEN PAID IN FULL TO DATE

(Signature Of Individual Performing Labor For Wages)	(Date)	(Signature Of Individual Performing Labor For Wages)	(Date)
(Signature Of Individual Performing Labor For Wages)	(Date)	(Signature Of Individual Performing Labor For Wages)	(Date)
(Signature Of Individual Performing Labor For Wages)	(Date)	(Signature Of Individual Performing Labor For Wages)	(Date)
(Signature Of Individual Performing Labor For Wages)	(Date)	(Signature Of Individual Performing Labor For Wages)	(Date)
(Signature Of Individual Performing Labor For Wages)	(Date)	(Signature Of Individual Performing Labor For Wages)	(Date)
(Signature Of Individual Performing Labor For Wages)	(Date)	(Signature Of Individual Performing Labor For Wages)	(Date)
(Signature Of Individual Performing Labor For Wages)	(Date)	(Signature Of Individual Performing Labor For Wages)	(Date)
(Signature Of Individual Performing Labor For Wages)	(Date)	(Signature Of Individual Performing Labor For Wages)	(Date)
(Signature Of Individual Performing Labor For Wages)	(Date)	(Signature Of Individual Performing Labor For Wages)	(Date)

SAMPLE

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IMPORTANT INFORMATION REGARDING THIS RELEASE

California Penal Code Section §484(b) Stipulates In Part As Follows:

"Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment and willfully fails to apply such money for such purpose by either willfully failing to complete the improvements for which funds were provided or willfully failing to pay for services, labor, materials or equipment provided incident to such construction, and wrongfully diverts the funds to a use other than that for which the funds were received, shall be guilty of a public offense and shall be punishable by a fine not exceeding ten thousand dollars ($10,000), or by imprisonment in the state prison, or in a county jail not exceeding one year, or by both that fine and that imprisonment if the amount diverted is in excess of two thousand three hundred fifty dollars ($2,350). If the amount diverted is less than or equal to two thousand three hundred fifty dollars ($2,350), the person shall be guilty of a misdemeanor."

California Penal Code Section §484(c) Stipulates as Follows:

"Any person who submits a false voucher to obtain construction loan funds and does not use the funds for the purpose for which the claim was submitted is guilty of embezzlement."

California Penal Code Section §532(e) Stipulates:

"Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment incident to constructing improvements on real property and willfully rebates any part of the money to or on behalf of anyone contracting with such person, for provision of the services, labor, materials or equipment for which the money was given, shall be guilty of a misdemeanor; provided, however, that normal trade discount for prompt payment shall not be considered a violation of this section."

California Labor Code Section §206.5 Stipulates:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made. Any release required or executed in violation of the provisions of this section shall be null and voids as between the employer and the employee and the violation of the provisions of this section shall be a misdemeanor."

California Civil Code Section §8132 Stipulates:

"Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver that the claimant has, in fact, been paid the progress payment, the waiver and release must follow substantially the form presented here."

Consult a lawyer if you doubt the form's fitness for your purpose and use.

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