

If recorded, please return to:

Mark D. Bogard
JABURG & WILK PC
3200 N. Central Avenue, Suite 2000
Phoenix, Arizona 85012
(602) 248-1000

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(Pursuant to A.R.S. § 33-1008(D)(1))

Project: _____

Job No.: _____

On receipt by the undersigned of a check from _____ (maker of check) in the sum of \$ _____ (amount of check) made payable to _____ (payee or payees of check), 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 any mechanics' lien, any state or federal statutory bond right, 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) 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 _____ (date) only and does not cover any retention, pending modifications and changes or 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 either has already paid or will use the monies he 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.

Date: _____ (Company Name)

By: _____ (Signature)

_____ (Title)

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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 _____ (person with whom undersigned contracted) on the job of _____ (owner) located at _____ (job description) and does hereby release any mechanics' lien, any state or federal statutory bond right, 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 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 _____ (person with whom undersigned contracted) through _____ (date) only and does not cover any retentions, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he 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.

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.

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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 \$_____ (amount of check) made payable to _____ (payee or payees of check), 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 any mechanics' lien, any state or federal statutory bond right, 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).

This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to _____ (person with whom undersigned contracted) except for disputed claims in the amount of \$_____. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he 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.

Date: _____ (Company Name)

By: _____ (Signature)

_____ (Title)

If recorded, please return to:

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(602) 248-1000

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(Pursuant to A.R.S. § 33-1008(D)(4))

Project: _____

Job No.: _____

The undersigned has been paid in full for all labor, services, equipment or material furnished to the jobsite or to _____ (person with whom undersigned contracted) on the job of _____ (owner) located at _____ (job description) and does hereby waive and release any right to mechanics' lien, any state or federal statutory bond right, 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, except for disputed claims for extra work in the amount of \$_____.

The undersigned warrants that he either has already paid or will use the monies he 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.

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.