

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT  
(Civil Code, § 8138)

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND 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 WAIVER AND RELEASE FORM.**

**Identifying Information:**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. 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. The claimant has been paid in full.

**Exceptions**

This document does not affect the following:  
Disputed claims for extras in the amount of: \$ \_\_\_\_\_

**Signature:**

Claimant's Signature: \_\_\_\_\_  
Claimant's Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

## DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS

<small>(Name of Releasing Company As It Appears On The Release)</small>	
<small>(Project)</small>	<small>(Date As It Appears On The Release)</small>

The company named above has executed An Unconditional Waiver and Release Upon Final Payment, pursuant to Cal. Civil Code, § 8138 on the date shown above.

The undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material on the Project that was not compensated by the final payment, except for the items listed below.

By execution of this document, the company also hereby releases all contract rights and claims that it has with regard to labor, service, equipment or material furnished on the Project including rights and claims based on rescission, abandonment or breach of contract.

<b>EXCEPTIONS</b>
<small>(Record Any Exceptions In This Space. If No Exceptions, Write "None")</small>

I declare under penalty of perjury that the foregoing is true and correct. Signed at

\_\_\_\_\_, **California**, on \_\_\_\_\_, **2012**  
(Location) (Date of Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**NOTE: This form is designed to accompany a statutory UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT.**