

UNCONDITIONAL WAIVER AND RELEASE OF PROGRESS PAYMENT  
(Civil Code, § 8134)

**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: \_\_\_\_\_  
Through Date: \_\_\_\_\_

**Unconditional Waiver and Release**

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. The claimant has received the following progress payment:  
\$ \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) 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.

**Signature:**

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

## DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS

|  |                                     |
|--|-------------------------------------|
| (Name of Releasing Company As It Appears On The Release) |                                     |
| (Project)  | (Date As It Appears On The Release) |

The company named above has executed an Unconditional Waiver and Release Upon Progress Payment, pursuant to Cal. Civil Code, § 8134 through the date shown above. The statutory form of release provides that it does not release extras furnished before the Through Date for which payment has not been received or the right to recover compensation for furnished labor, services, equipment, or material that was not compensated by progress payment. The statutory release also provides that it does not cover contract rights, including rights based on rescission, abandonment or breach of contract.

In acknowledging receipt of the payment of the amount shown in the statutory release, the undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material before the Through Date that was not compensated by the progress 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 through the Through Date including rights and claims based on rescission, abandonment or breach of contract.

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

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 PROGRESS PAYMENT.**