

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT  
(Civil Code, § 8136)

**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.**

**Identifying Information:**

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

**Conditional 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. 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: \_\_\_\_\_  
Amount of Check: \$ \_\_\_\_\_  
Check Payable to: \_\_\_\_\_

**Exceptions**

This document does not affect any of 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

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

The company named above has executed a Conditional Waiver and Release Upon Final Payment, pursuant to Cal. Civil Code, § 8136 on the date shown above.

In order to induce 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 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.

This Declaration and Release of Contract Rights is conditional, and shall be effective only when the check described on the statutory Conditional Waiver and Release form that accompanies this document has been properly endorsed and paid by the bank upon which is it drawn.

### EXCEPTIONS

(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  
CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT.**