

**CONDITIONAL WAIVER AND RELEASE UPON
FINAL PAYMENT**

PROJECT NAME: _____

MCI JOB NO.: _____

Upon receipt by the undersigned of a check from McLarney Construction, Inc. (Maker of Check)

in the sum of \$ _____ payable to _____ (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right 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 material furnished on the job, except for disputed claims for additional work in the amount of

\$ _____ (Amount of Disputed Claims).

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

_____ (Company Name)

By: _____

Name: _____

Title: _____

NOTE: This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This form is intended to meet the requirements of California Civil Code Section 3262(d)(2) as of January 1, 2005.



**CONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

PROJECT NAME: _____

MCI JOB NO.: _____

Upon receipt by the undersigned of a check from McLarney Construction, Inc. (Maker of Check)

in the sum of \$ _____ payable to _____ (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

_____ (Owner)

located at _____ (Job Description) to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to

McLarney Construction, Inc. (Your Customer) through _____ (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contracts rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____
_____ (Company Name)

By: _____

Name: _____

Title: _____

NOTE: This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This form is intended to meet the requirements of California Civil Code Section 3262(d)(1) as of January 1, 2005.



**UNCONDITIONAL WAIVER AND RELEASE UPON
FINAL PAYMENT**

PROJECT NAME: _____

MCI JOB NO.: _____

The undersigned has been paid in full for all labor, services, equipment or material furnished to

_____ **McLarney Construction, Inc.** (Your Customer)

on the job of _____ (Owner)

located at _____ (Job Description)

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for additional work in the amount of

\$ _____ (Amount of Disputed Claims).

Dated: _____

_____ (Company Name)

By: _____

Name: _____

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.

NOTE: This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This form is intended to meet the requirements of California Civil Code Section 3262(d)(2) as of January 1, 2005.



**UNCONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

PROJECT NAME: _____

MCI JOB NO.: _____

The undersigned has been paid and has received a progress payment in the sum of \$ _____

for labor, services, equipment or material furnished to McLarney Construction, Inc. (Your Customer)

on the job of _____ (Owner)

located at _____ (Job Description)

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished to McLarney Construction, Inc. (Your Customer)

through _____ (Date) only and does not cover any retentions retained before or

after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment.

Dated: _____
_____ (Company Name)

By: _____

Name: _____

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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