9821 Business Park Drive, Sacramento, CA 95827-1703 Mailing Address: P.O. Box 26000, Sacramento, California 95826-0026 1-800-321-CSLB (2752) www.cslb.ca.gov

#### Conditional and Unconditional Waiver and Release Forms

**Civil Code Section 3262** 

#### **General Principles:**

No lien release is binding unless the claimant executes (signs) and delivers a waiver and release.

**Be careful:** paying your contractor (and/or getting a release from your contractor) does not guarantee that other claimants, like subcontractors and suppliers, are paid. A claimant is a person who, if not paid, can file a lien on your home.

To be effective, the waiver and release forms must follow substantially one of the forms set forth in Civil Code Section 3262. The four forms are:

- Conditional Waiver And Release Upon Progress Payment
- Unconditional Waiver And Release Upon Progress Payment
- · Conditional Waiver And Release Upon Final Payment
- Unconditional Waiver And Release Upon Final Payment

These forms are binding if signed by the claimant or his or her authorized agent. The signed form is effective to release:

- · the owner;
- · the construction lender; and
- the surety (in the case of a payment bond).

**Caution:** in the case of a conditional release, the release is only binding if there is evidence of payment to the claimant. Evidence of payment may be demonstrated by:

- the claimant's endorsement on a single check or a joint payee check which has been paid by the bank upon which it was drawn; or
- written acknowledgment of payment given by the claimant.

### **Conditional Waiver and Release Upon Progress Payment**

Use this form when the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant has not been paid. This form is useful when the claimant has not been paid yet, but will be paid out of a progress payment that is not the final payment. This conditional waiver and release is only effective if the claimant is *actually paid*. This release does not cover all items. See the "Conditional Waiver And Release Upon Progress Payment" form for more information.

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in the ourse of C			MAKER OF CHECK	
in the sum of \$	AMOUNT OF OUTOW	_ payable to	PAYEE OR PAYEES O	
			s been paid by the b	
drawn, this documer	nt shall become effe	ective to release any	mechanic's lien, stop	notice, or bond right
the undersigned has	on the job of		OWNER	
located at	JC	OB DESCRIPTION	to	the following extern.
	YOUR CUSTOMER	1	through	DATE
before the release d release date. Rights which has been full unless specifically re notice, or bond right	ate for which payms based upon work y executed by the eserved by the clair shall not otherwise upon a rescission,	nent has not been re c performed or items parties prior to the mant in this release. e affect the contract abandonment, or b	or after the release dateceived; extras or item is furnished under a varietiese date are covided. This release of any ranghts, including rights or each of the contractions requirement of the contractions.	s furnished after the vritten change order ered by this release nechanic's lien, stop is between parties to t, or the right of the
undersigned to reco this release if that fur			terial was not compens	
undersigned to reco this release if that fur payment. Before any recipient	nished labor, service	es, equipment, or ma		sated by the progress
undersigned to recor this release if that fur payment.	nished labor, service of this document re	es, equipment, or ma	terial was not compens	sated by the progress

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

## **Unconditional Waiver and Release Upon Progress Payment**

Use this form when the claimant is required to execute a waiver and release in exchange for or in order to induce payment of a progress payment and the claimant asserts in the waiver that he or she has in fact been paid the progress payment. This release does not cover all items. See the "Unconditional Waiver And Release Upon Progress Payment" form for more information.

	ONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT Civil Code Section 3262(d)(2)
The undersign	ed has been paid and has received a progress payment in the sum o
\$	for labor, services, equipment or material furnished to
on the job of	OWNER JOB DESCRIPTION
•	release any mechanic's lien, stop notice or bond right that the undersigned has or nced job to the following extent.
This release co	vers a progress payment for labor, services, equipment, or material furnished
to	YOUR CUSTOMER DATE
only and does n	ot cover any retentions retained before or after the release date; extras furnished
only and does n before the releas release date. Riq which has been unless specificall notice, or bond ri the contract bas undersigned to re	ot cover any retentions retained before or after the release date; extras furnished e date for which payment has not been received; extras or items furnished after the ghts based upon work performed or items furnished under a written change orderfully executed by the parties prior to the release date are covered by this release y reserved by the claimant in this release. This release of any mechanic's lien, stought shall not otherwise affect the contract rights, including rights between parties the decover a rescission, abandonment, or breach of the contract, or the right of the decover compensation for furnished labor, services, equipment, or material covered by
only and does n before the releas release date. Rig which has been unless specificall notice, or bond rig the contract bas undersigned to re this release if that payment.	ot cover any retentions retained before or after the release date; extras furnished e date for which payment has not been received; extras or items furnished after the ghts based upon work performed or items furnished under a written change ordefully executed by the parties prior to the release date are covered by this release y reserved by the claimant in this release. This release of any mechanic's lien, stop ght shall not otherwise affect the contract rights, including rights between parties to ded upon a rescission, abandonment, or breach of the contract, or the right of the ecover compensation for furnished labor, services, equipment, or material covered by furnished labor, services, equipment, or material was not compensated by the progress
only and does n before the releas release date. Rig which has been unless specificall notice, or bond rig the contract bas undersigned to re this release if that payment.	ot cover any retentions retained before or after the release date; extras furnished e date for which payment has not been received; extras or items furnished after the ghts based upon work performed or items furnished under a written change ordefully executed by the parties prior to the release date are covered by this release y reserved by the claimant in this release. This release of any mechanic's lien, stop ght shall not otherwise affect the contract rights, including rights between parties to ded upon a rescission, abandonment, or breach of the contract, or the right of the ecover compensation for furnished labor, services, equipment, or material covered by furnished labor, services, equipment, or material was not compensated by the progress

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(2). It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.

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.

### **Conditional Waiver and Release Upon Final Payment**

Use this form when the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a final payment and the claimant has not been paid. This release is only binding if there is evidence of payment to the claimant. Evidence of payment may be demonstrated by:

- the claimant's endorsement on a single check or a joint payee check which has been paid by the bank upon which it was drawn; or
- written acknowledgment of payment given by the claimant.

CONDITIONAL	WAIVER A	ND RELEASE	L UPON FINA	LPAYMENI

Civil Code Section 3262(d)(3)

Jpon receipt by the undersigned of a check from
n 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
ocated at
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 \$
Before any recipient of this document relies on it, the party should verify evidence of payment to the
undersigned.
Dated:
COMPANY NAME
Ву
TITLE

NOTE: This form of release complies with the requirements of Civil Code Section 3262(d)(3). It is not effective until the check that constitutes final payment has been properly endorsed and has cleared the bank.

# **Unconditional Waiver and Release Upon Final Payment**

Use this form when the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment *and* the claimant asserts in the waiver he or she has in fact been paid the final payment.

The undersign	ned has been paid in full fo	r all labor, services, equipment or material furnished
to		on the job of
located at	JOB DESCRIPTION	and does hereby waive and release any right to a
		gainst a labor and material bond on the job, except for
	n, stop notice, or any right ags	
disputed claims		of \$
disputed claims	s for extra work in the amount	c of \$  COMPANY NAME
disputed claims	s for extra work in the amount	c of \$  COMPANY NAME
disputed claims	s for extra work in the amount	of \$
disputed claims	s for extra work in the amount	c of \$  COMPANY NAME
disputed claims  Dated:  NOTICE: THIS BEEN PAID FO	s for extra work in the amount  By  DOCUMENT WAIVES RIGHT  OR GIVING UP THOSE RIGHT	TS UNCONDITIONALLY AND STATES THAT YOU HAVE
disputed claims  Dated:  NOTICE: THIS BEEN PAID FO	s for extra work in the amount  By  DOCUMENT WAIVES RIGHT  OR GIVING UP THOSE RIGHT	COMPANY NAME  TITLE  TS UNCONDITIONALLY AND STATES THAT YOU HAVE

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