

# Melchiori Construction Company

## CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from *Melchiori Construction Company* in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ and when the  
(Amount of Check) (Payee of Check)

check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto any mechanic's lien, stop notice, or bond right the undersigned has on the job of \_\_\_\_\_ located at \_\_\_\_\_  
(Owner)  
\_\_\_\_\_ to  
(Job Description)

the following extent. This release covers a progress payment of the undersigned for labor, services, equipment or material furnished to \_\_\_\_\_ through \_\_\_\_\_  
(Customer) (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 recession, 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)

\_\_\_\_\_  
(Signature and 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, 1994.