

MECHANICS LIEN WAIVER — CONDITIONAL PROGRESS

Property: [PROPERTY ADDRESS], [COUNTY] County, [STATE] **Owner:** [OWNER NAME]

Claimant (Lienholder): [CLAIMANT NAME] **Date:**

1. Recitals

The Claimant has furnished, or agreed to furnish, labor, materials, and/or services in connection with the improvement of the real property described below, pursuant to a contract dated . A description of the labor, materials, or services furnished is: **[WORK DESCRIPTION]**.

2. Property

Street address: [PROPERTY ADDRESS], [COUNTY] County, [STATE]

Legal description:

| *[LEGAL DESCRIPTION]*

3. Payment and Waiver

In consideration of the payment, or the promise of payment, in the amount of **** (the "Payment"), the receipt and sufficiency of which are acknowledged (subject to the conditions set forth below, if any):

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT. Upon the Claimant's actual receipt of the Payment, the Claimant waives and releases any and all mechanics lien, stop payment notice, payment bond, or equivalent right the Claimant has on the above-described property, but only for labor, services, equipment, and materials furnished to the property on or before ****. This waiver is effective only upon actual receipt of the Payment by the Claimant in full; if the Payment is not actually received (e.g., if a check does not clear), this waiver is null and void.

This waiver does not cover: (a) retentions; (b) extras for which payment has not been received; (c) contract rights, including any right based on rescission, abandonment, or breach of contract; (d) the right to recover compensation for labor or materials furnished after the date above; (e) disputed claims identified in Section 4 below; and (f) rights based on bond claims.

4. Disputed Claims / Exceptions

The Claimant does not except any amounts or items from this waiver, other than as expressly stated in the scope provisions of Section 3 above (including retentions, post-through-date work, and bond rights where applicable).

5. Governing Law

This waiver is governed by the mechanics lien laws of the State of [STATE], and the Claimant acknowledges that this waiver releases the Claimant's rights under such laws to the extent stated above.

Signature

Claimant / Lienholder

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Title: Authorized Representative