



# CALIFORNIA

Conditional Waiver and Release on Progress Payment  
CA. CIV. CODE § 8132

**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
_____ Through Date	

## 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 through the Through Date of this document. 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:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

\_\_\_\_\_  
(Claimant's Signature)  
\_\_\_\_\_  
(Claimant's Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date of Signature)



## CALIFORNIA

Conditional Waiver and Release on Final Payment  
CA. CIV. CODE § 8136

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**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:

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Name of Claimant

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Name of Customer

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Job Location

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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: \$ \_\_\_\_\_

\_\_\_\_\_  
(Claimant's Signature)

\_\_\_\_\_  
(Claimant's Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Signature)



## CALIFORNIA

Unconditional Waiver and Release Upon Progress Payment  
CA. CIV. CODE § 8134

**NOTICE TO CLAIMANT:** This document waives and releases lien, stop payment notice, and payment bond 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 waiver and release form.

### IDENTIFYING INFORMATION:

\_\_\_\_\_  
Name of Claimant

\_\_\_\_\_  
Name of Customer

\_\_\_\_\_  
Job Location

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Through Date

### UNCONDITIONAL 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 through the Through Date of this document. 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. The claimant has received the following progress payment:

\$ \_\_\_\_\_.

### EXCEPTIONS:

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

\_\_\_\_\_  
(Claimant's Signature)

\_\_\_\_\_  
(Claimant's Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Signature)



## CALIFORNIA

Unconditional Waiver and Release Upon Final Payment  
CA. CIV. CODE § 8138

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**NOTICE TO CLAIMANT:** This document waives and releases lien, stop payment notice, and payment bond 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 waiver and release form.

### IDENTIFYING INFORMATION:

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Name of Claimant

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Name of Customer

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Job Location

---

Owner

### UNCONDITIONAL WAIVER AND RELEASE:

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all 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. The claimant has been paid in full.

### EXCEPTIONS:

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$\_\_\_\_\_

\_\_\_\_\_  
(Claimant's Signature)

\_\_\_\_\_  
(Claimant's Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Signature)

# **SAMPLE** CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT (CA CIVIL CODE 8132)

**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:

<b>Name of Claimant:</b>	<b>PAYEE NAME</b>	<b>PAYEE'S PHONE #</b>
<b>Order #:</b>	FUND CONTROL ACCOUNT NUMBER	
<b>Name of Customer:</b>	CONTRACTOR NAME OR OWNER NAME IS OWNER BUILDER	
<b>Job Location:</b>	JOBSITE ADDRESS	
<b>Owner:</b>	OWNER NAME	
<b>Through Date:</b>	<b>WRITE: Invoice date or the date your company is paid through</b>	

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 through the Through Date of this document. 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:

<b>Maker of Check:</b>	<b>LA MESA FUND CONTROL INC, 8419 LA MESA BLVD #C, LA MESA CA 91942, Telephone 619 644 8500, Fax 619 668 4690</b>
<b>Amount of Check:</b>	\$
<b>Check Payable To:</b>	<b>PAYEE NAME</b>
<b>Check #:</b>	

Exceptions: **Section #3 is referring to any progress payments prior to this payment that you have not been paid. Please write in the date as "none" and amount as "-0-". Unless you are owed, then write the date of the waiver you gave and the amount due.**

This document does not affect any of the following:

- (1) Retentions
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: **WRITE: None or the date of the release you gave to the Contractor or Owner prior to this payment and have not been paid.**

Amount(s) of unpaid progress payment(s): \$ **WRITE -0- or amount of the release you gave to the Contractor prior to this payment and have not been paid.**

- (4) Contract rights, including:
  - (A) A right based on rescission, abandonment, or breach of contract, and
  - (B) The right to recover compensation for work not compensated by the payment.

**CLAIMANT'S SIGNATURE:** \_\_\_\_\_

**CLAIMANT'S TITLE:** \_\_\_\_\_

**DATE OF SIGNATURE:** \_\_\_\_\_

# SAMPLE

## CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT (CA 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:

<b>Name of Claimant:</b>	<b>PAYEE NAME</b>	<b>PAYEE'S PHONE NUMBER</b>
<b>Order #:</b>	FUND CONTROL ACCOUNT NUMBER	
<b>Name of Customer:</b>	CONTRACTOR NAME OR OWNER NAME IF OWNER BUILDER	
<b>Job Location:</b>	JOB SITE ADDRESS	
<b>Owner:</b>	OWNER NAME	

### 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:

<b>Maker of Check:</b>	LA MESA FUND CONTROL INC 8419 LA MESA BLVD #C, LA MESA CA 91942, Telephone 619 644 8500, Fax 619 668 4690
<b>Amount of Check:</b>	\$
<b>Check Payable To:</b>	<b>PAYEE NAME</b>
<b>Check #:</b>	

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ WRITE: ZERO unless there is extra work or disputed claims

SIGNATURE

CLAIMANT'S SIGNATURE: \_\_\_\_\_

CLAIMANT'S TITLE: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_