

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

California Civil Code Section 3262(d)(1)

Job/Account # _____

Upon receipt by the undersigned of a check from: **Silva Ortiz Contracting Company**
in the sum of \$ _____ payable to: _____
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 mechanics' lien,
stop notice or bond right the undersigned has on the job of

located at: _____

to the following extent: This release covers a progress payment for labor, services,
equipment or material furnished to: _____

Through _____ 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 mechanics 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, 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 recipient should verify evidence of payment to the
undersigned.

Date _____

(Company Name)

(Signature)

(Print Name)

(Title)

NOTE: CIVIL CODE 3262 (d)(1) PROVIDES: Where 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 is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

BEFORE YOU USE THIS FORM, FILL IN ALL BLANKS, AND MAKE WHATEVER CHANGES ARE APPROPRIATE AND NECESSARY TO YOUR PARTICULAR TRANSACTION. CONSULT A LAWYER IF YOU DOUBT THE FORM'S FITNESS FOR YOUR PURPOSE AND USE. WWW.THECONTRACTORSGROUP.COM MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR FITNESS OF THIS FORM FOR AN INTENDED USE OR PURPOSE. © DIANE DENNIS ENTERPRISES 2004 THECONTRACTORSGROUP.COM rls1-001.doc (Rev. 08/2004)

SILVA/ORTIZ



CONTRACTING