



**CONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

**California Civil Code Section 3262(d)(3)**

Job/Account # \_\_\_\_\_

Upon receipt by the undersigned of a check from: \_\_\_\_\_  
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: \_\_\_\_\_

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.

Date \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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

**NOTE: CIVIL CODE 3262(d)(3) PROVIDES: Where 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 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.**

