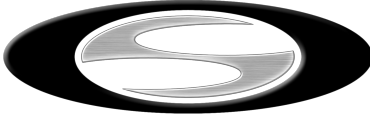


SILVA/ORTIZ



CONTRACTING

## UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

### California Civil Code Section 3262(d)(4)

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

The undersigned has been paid in full for all labor, services, equipment or material  
furnished to: \_\_\_\_\_

on the job of: \_\_\_\_\_

located at: \_\_\_\_\_

and does hereby waive and release any right to a mechanics lien, stop notice, or any  
right against a labor and material bond on the job, except for disputed claims for extra  
work in the amount of \$ \_\_\_\_\_.

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)

**NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES 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 RELEASE FORM.**

**NOTE: CIVIL CODE 3262(d)(4) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant asserts in the waiver that it has, in fact, been paid the final payment, 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 rls4-001.doc (Rev. 03/2004)