



License #588920

CONDITIONAL WAIVER AND RELEASES UPON PROGRESS PAYMENT
Civil Code 3262 (d)(1)

Upon receipt by the undersigned of a check from ASARO BUILERS, INC. in the sum of:

\$ Payable to (Payee or Payees of Check) 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 mechanic's lien, stop notice, or bond right the undersigned has on the job of (Legal owner's name)

located at (Job Address) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to ASRO BUILDERS, INC. through (Date) 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 mechanic's 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, or 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 receipt of this document relies on it, said party should verify evidence of payment to the undersigned.

Acknowledgment: By signing this release form the party submitting this Waiver and Release hereby acknowledges that upon receipt and clearing of the referenced progress payment it will have been paid in full for all labor, equipment, materials, supervision and other items furnished by or at the request of the party to the project and has been satisfied in full for all claims for work accomplished outside the scope of work to be performed under the Subcontract, including, but not limited to, any claim(s) for delay and/or disruption. Any extras, work performed, and item's furnished that are not Include in this release are specifically listed as follows: (if none please write "none")

Dated: (Company Name)

By: (Title)

Job Name:

CSI Code: