



Conditional Waiver and Release Upon Progress Payment

Upon receipt by the undersigned of a check from Primus Contracting, Inc. 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 mechanic's lien, stop notice, or bond right the undersigned has on the job of:

Project Name: _____

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished through DATE: _____ only and does not cover any retention 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 to 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 recession, 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 recipient of the document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

Company Name

By: _____
(Signature)

Title

THE STATE OF: _____

COUNTY OF: _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____ of _____

subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considered therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20____

NOTARY PUBLIC

My Commission expires: _____

(Printed Name of Notary)