

RELEASE FORM 1

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
(Civil Code § 3262(d)(1))**

Upon receipt by the undersigned of a check from Barnhart, Inc

in the sum of \$ _____
(Amount of Check)

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 _____
(Owner)

located at _____
(Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to Barnhart, Inc
(Your Customer)

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 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 recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: _____
(Company Name)

By _____
(Title)

DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS

(Name of Releasing Company As It Appears On The Release)	
(Project)	(Date As It Appears On The Release)

The company named above has executed a Conditional Waiver and Release Upon Progress Payment, pursuant to Cal. Civil Code 3262(d)(1) through the date shown above. The statutory form of release provides that it does not release extras furnished before the Through Date for which payment has not been received or the right to recover compensation for furnished labor, services, equipment, or material that was not compensated by progress payment. The statutory release also provides that it does not cover contract rights, including rights based on rescission, abandonment or breach of contract.

In order to induce payment of the amount shown in the statutory release, the undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material before the Through Date that was not compensated by the progress payment, except for the items listed below.

By execution of this document, the company also hereby releases all contract rights and claims that it has with regard to labor, service, equipment or material furnished through the Through Date including rights and claims based on rescission, abandonment or breach of contract.

This Declaration and Release of Contract Rights is conditional, and shall be effective only when the check described on the statutory Conditional Waiver and Release form that accompanies this document has been properly endorsed and paid by the bank which is drawn.

EXCEPTIONS
(Record Any Exceptions In This Space. If No Exceptions, Write "None")

I declare under penalty of perjury that the foregoing is true and correct. Signed at

_____, California, on _____, 2010
(Location) (Date of Signature)

(Signature)

(Print Name)

(Title)

**NOTE: This form is designed to accompany a statutory
CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT.**