

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Civil Code §3262(d)(1))

Upon receipt by the undersigned a check from **SIERRA PACIFIC WEST, INC.** P.O. Box 2316410 Encinitas, CA 92023-1640 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 known as_____ located at _____ to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to _____ 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 mechanics' 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 on this document relies on it, said party should verify evidence of payment to the undersigned.

Date: _____

(Company Name)

By: _____

(Authorized Signature)

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank.