

**CONDITIONAL WAIVER AND RELEASE  
ON PROGRESS PAYMENT  
(Pursuant to A.R.S. § 33-1008)**

Project: \_\_\_\_\_

Job No: \_\_\_\_\_

On receipt by the undersigned of a check from

\_\_\_\_\_

(maker of check)

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 on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, that the undersigned has on the job of

\_\_\_\_\_ located at  
(owner)

\_\_\_\_\_

(job description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to

\_\_\_\_\_

(person with whom undersigned contracted)

Through \_\_\_\_\_ only and does not cover any retention, pending modifications and  
(date)

changes or items furnished after that date. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)