

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: _____

Project No.: _____

On receipt by the signer of this document of a check from MCRIGHT-SMITH CONSTRUCTION, LLC in the sum of \$ _____ payable to _____ 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 right, any right arising from a payment bond that complies with a state or federal statute, any common law payment 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 signer's position that the signer has on the property of _____, located at _____ to the following extent: _____.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to MCRIGHT-SMITH CONSTRUCTION, LLC as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: _____

Company: _____

By: _____

Title: _____

STATE OF _____

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COUNTY OF _____

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This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ of _____

NOTARY PUBLIC, STATE OF _____