

# Subcontractor's Unconditional Waiver and Release upon Progress Payment

## Cover Sheet and Instructions

APPROVED DOCUMENT – This document is approved by the Office of the President and Office of the General Counsel for use by the Facility and is available on electronic media.

<b>PURPOSE OF DOCUMENT:</b>	Provides the University (as Owner) with a written statement wherein the subcontractor acknowledges receipt of the amount owed from a progress payment and pledges to waive certain rights related to that payment.			
<b>CROSS-REFERENCE TO FACILITIES MANUAL:</b>	None			
<b>CONTENTS:</b>	Subcontractor's Unconditional Waiver and Release upon Progress Payment form			
<b>FOR USE WITH:</b>	CM/Contractor Agreement			
<b>COMPLETED BY:</b>	✓	Filling in	✓	Adding Text
<b>ITS USE IS:</b>		Required	✓	Optional
				No Data Required

**NOTE:** To use the electronic file of this document, you must go to the "Tools" pull down menu in Microsoft Word, select "Options," select the "View" tab, and then put a check in the box "Hidden text." Most instructions and alternate language is displayed in hidden text. Do not print the hidden text for the final document.

**Completion Instructions:**

1. The subcontractor completes the form.

**Modifications and Additions:**

None

**Comments:**

None

EXHIBIT {NUMBER}

**SUBCONTRACTOR'S UNCONDITIONAL WAIVER AND  
RELEASE UPON PROGRESS PAYMENT**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

The undersigned has been paid and has received a progress payment in the sum of

\$

for labor, services, equipment, or material furnished to:

\_\_\_\_\_  
(Name of CM/Contractor or Subcontractor)

on the Project of The Regents of the University of California located at:

\_\_\_\_\_  
(Facility and Project Name)

and does hereby release any lien, stop notice, or bond right, that the undersigned has on the above referenced Project to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to:

\_\_\_\_\_  
(Name of CM/Contractor or Subcontractor)

through \_\_\_\_\_ only and does not cover any retentions retained before or after the  
(Date)

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 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.

Dated: \_\_\_\_\_

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

By:

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

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