Project Name: {                    } Project No.: {          }

**APPROVED DOCUMENT—**This document is approved by the Office of the President and Office of the General Counsel for use by the Facility.

**Cover Sheet and Instructions**

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

|  |  |
| --- | --- |
| PURPOSE OF DOCUMENT: | Provides the University (as Owner) with a written statement wherein the contractor or subcontractor acknowledges receipt of the amount owed from a progress payment and pledges to waive certain rights related to that payment. |
| CROSS-REFERENCES TO FACILITIES MANUAL (FM): | **[I]:4.6.4** |
| CONTENTS: | **Conditional Waiver and Release on Progress Payment** |
| FOR USE WITH: *(check if applicable)* | √ | Long Form(LF) | √ | Brief Form(BF) | √ |  Multiple Prime(MP) |
| √ | Design Build(DB) | √ | CM at Risk(CM) | √ | Job Order Contract(JOC) |
|  | Mini Form (MF) |  |  |  |  |
| COMPLETED BY: | √  | Filling In |  | Adding Text |  | No Data Required |
| ITS USE IS: |   | Required | √ | Optional |

\*As determined by the University.

**Completion Instructions: Contractor or subcontractor completes the form.**

**Modifications and Additions:**

**Comments:**

**END OF COVERSHEET AND INSTRUCTIONS**

**CONDITIONAL WAIVER AND**

**RELEASE ON PROGRESS PAYMENT**

Exhibit XX

**Notice:**

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information**

Name of Claimant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Customer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Job Location:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount of Check: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Check Payable to:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount(s) of unpaid progress payment(s): $\_\_\_\_\_\_\_\_\_\_\_

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Claimant's Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_