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**

UNCONDITIONAL 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: | **Unconditional 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

UNCONDITIONAL WAIVER AND

RELEASE ON PROGRESS PAYMENT

Exhibit XX

**NOTICE TO CLAIMANT:**

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND 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 WAIVER AND RELEASE FORM.

**Identifying Information**

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

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

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

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

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

**Unconditional 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. The claimant has received the following progress payment: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

(1) Retentions.

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

(3) 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_