

**RELEASE FORM 2**

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT  
(Civil Code 3262(d)(2))**

The undersigned has been paid and has received a progress payment in the sum of ..... \$ \_\_\_\_\_

for labor, services, equipment or material furnished to

\_\_\_\_\_

(Your Customer)

on the job of \_\_\_\_\_

(Owner)

located at \_\_\_\_\_

(Job Description)

and does hereby release pro tanto any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to

\_\_\_\_\_

(Your Customer)

through \_\_\_\_\_

only and does not cover any of the following:

- i. Retention, change order work approved by Owner in accordance with the contract, and/or disputed work in each case which has not been included in a billing through said date and which is described in "Schedule 1" attached hereto:
- ii. Items furnished after said date.

**ROEL CONSTRUCTION CO., INC.**

\_\_\_\_\_

(Company Name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Date)

**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.**

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(2). It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.