

Where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a final payment and the claimant is not in paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the following form:

ARIZONA LIEN WAIVER AND RELEASE FORM
CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(Pursuant to A.R.S. 33-1008)

Project: _____

Job No.: _____

On receipt of the undersigned check from _____ (Maker of check) in the sum of \$ _____ (Amount of Check) payable to _____ (Payee or Payees of Check) 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, any state or federal statutory bond right, any private 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 undersigned's position, the undersigned has on the job of _____ (Owner) located at _____

(Job Description). This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to jobsite or to _____, (Person with whom undersigned contracted) except for the disputed claims in the amount of \$ _____. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full-all his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

Date: _____
_____ (Company Name)

By: _____
(Signature)

(Title)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

STATE OF ARIZONA

(Pursuant to Arizona Revised Statutes §33-1008)

Project: _____

Job No: _____

On receipt by the undersigned of a check from _____
(Maker of check)

in the sum of \$ _____ payable to _____
(Amount of Check) (Payee or Payees of Check)

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, any state or federal statutory bond right, any private 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 undersigned's position that the undersigned has on the job of _____
(Owner)

located at _____
(Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to _____
(Person with whom undersigned contracted)

through _____ only and does not cover any retention, pending modifications
(Date)

and changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATED on _____, 20_____

(Claimant name)

By: _____

Its: _____

Address: _____

Phone: _____

Fax: _____

Where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a final payment and the claimant asserts in the waiver that it has been paid the final payment, the waiver and release shall follow substantially the following form:

ARIZONA LIEN WAIVER AND RELEASE FORM
UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(Pursuant to A.R.S. 33-1008)

Project: _____

Job No.: _____

The undersigned has been paid in full for all labor, services, equipment, or material furnished to the jobsite or to _____ (Person with whom undersigned contracted) on the job of _____ (Owner) located at _____ (Job Description) and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private 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 undersigned's position, except for disputed claims for extra work in the amount of \$ _____.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

Date: _____
_____ (Company Name)

By: _____
(Signature)

(Title)

(Each Unconditional Waiver shall contain the following language, in type at least as large as the largest type otherwise on the document:)

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.

Where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant asserts in the waiver that it has been paid the progress payment, the waiver and release shall follow substantially the following form:

ARIZONA LIEN WAIVER AND RELEASE FORM
UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(Pursuant to A.R.S. 33-1008)

Project: _____

Job No.: _____

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for all labor, services, equipment, or material furnished to the jobsite or to _____ (Person with whom undersigned contracted) on the job of _____ (Owner) located at _____ (Job Description) and does hereby release any to mechanic's lien, any state or federal statutory bond right, any private 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 undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to _____ (Person with whom undersigned contracted) through _____ (Date) only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

Date: _____
_____ (Company Name)

By: _____
_____ (Signature)

(Title)

(Each Unconditional Waiver shall contain the following language, in type at least as large as the largest type otherwise on the document:)

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.