

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.