

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.