

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(California Civil Code Section 8134)

Last Updated: February 2026

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: _____

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 following date:

Through Date: _____

This document waives and releases only the claimant's lien, stop payment notice, and payment bond rights through the Through Date and only to the extent of the payment below.

Payment Received: _____

SIGNATURE

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

IMPORTANT NOTES

&p **WARNING: This is an UNCONDITIONAL waiver — effective IMMEDIATELY** upon signing, even if you have not been paid.

- Only sign AFTER payment has been received AND cleared your bank account
- If check bounces, you have still waived your rights
- This is the California statutory form per Civil Code §8134
- Using non-statutory forms in California may result in an

invalid waiver

- Use for progress payments (not final payments)
- Keep copies for your records

For the FINAL payment version, use the Unconditional Waiver and Release on Final Payment (Civil Code §8138).

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