



Conditional Waiver & Release on Progress Payment

Project: _____ **Job #** _____ **Date:** _____

Upon receipt by the undersigned of a check from Essex General Construction, Inc. in the sum of \$ _____, payable to the undersigned, 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, stop notice, 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 above project at the address below:

Project Address: _____

This release covers a progress payment for labor, services, equipment or materials furnished to the jobsite or to Essex General Construction, Inc. through _____ only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date or pending change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment.

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.

SUBCONTRACTOR further certifies that the following are the names, phone numbers and amounts due to all sub-subcontractors, material suppliers and/or equipment suppliers who have contributed to the Work for which this application has been submitted:

Name & Phone Number of Supplier, Your Subcontractor and/or Equipment Supplier	Amount Due

If additional space is needed, complete below or attach a separate sheet and designate by checking the following box:

THE UNDERSIGNED further consents that contractor may, in its sole discretion, make payment of the amounts due or to become due, or any portion thereof, jointly to the undersigned and to any other person or directly to any person who may be entitled to or claim to be entitled to a lien in connection with the work.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Subcontractor Company Name

Name and Title

By _____
Signature