

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress

Payment from: **Boyer Commercial Construction, Inc.**

In the sum of:

and does hereby waive and release any right to a mechanics' lien, stop notice, or bond right against a labor and material bond the undersigned has on the

Project:

Located at:

to the following extent. This release covers a progress payment for labor, service, equipment, or material furnished to **Boyer Commercial Construction, Inc.** through only, and does not cover any retention held before or after the release date, or extras furnished before the release date for which payment has not been received, or extras or items furnished after the release date.

Rights based on work performed or items furnished under a written change order that have 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 mechanics' 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, breach of the contract, or right of the undersigned to recover compensation for furnished labor, services, equipment or material that was not compensated by the progress payment.

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

Dated: _____

By:

Company Name

Signature

Print Name

**NOTICE: ONCE SIGNED, PLEASE SCAN AND RETURN VIA EMAIL TO accounting@boyerconstruction.net
*THE ORIGINAL IS NOT NEEDED***