

**UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Civil Code Section 3262(d)(4)

The undersigned has been paid in full for all labor, services, equipment or material furnished

to \_\_\_\_\_ on the job of \_\_\_\_\_

YOUR CUSTOMER

OWNER

located at \_\_\_\_\_ and does hereby waive and release any right to a

JOB DESCRIPTION

mechanic's lien, stop notice, or any right against a labor and material bond on the job, except

for disputed claims for extra work in the amount of \$\_\_\_\_\_.

Dated: \_\_\_\_\_

COMPANY NAME

By: \_\_\_\_\_

TITLE

NEW YORK }

County of \_\_\_\_\_ }

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_ (Notary Stamp or Seal)

**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.**

NOTE: This form complies with the requirements of Civil Code Section 3262(d)(4). It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.