

**RELEASE FORM 2**

**UNCONDITIONAL WAIVER AND RELEASE UPON  
PROGRESS PAYMENT  
(Civil Code § 3262(d)(2))**

The undersigned has been paid and has received a progress payment in the sum of  
\$ \_\_\_\_\_ for labor, services, equipment, or material furnished to  
**Barnhart, Inc.**

\_\_\_\_\_  
(Your Customer)

On the job of \_\_\_\_\_  
(Owner)

and does hereby release any mechanic's lien, stop notice, or bond right that the  
undersigned has on the above referenced job to the following extent. The release covers a  
progress payment for labor, services, equipment, or materials furnished to

**Barnhart, Inc.**

\_\_\_\_\_  
(Your Customer)

Through \_\_\_\_\_ only and does not cover any retentions retained before  
(Date)

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. Rights based upon  
work performed or items furnished under a written 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.

Dated: \_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Title)

**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.**

**DECLARATION TO PROCURE PAYMENT AND RELEASE OF CONTRACT RIGHTS**

(Name of Releasing Company As It Appears On The Release)	
(Project)	(Date As It Appears On The Release)

The company named above has executed a Unconditional Waiver and Release Upon Progress Payment, pursuant to Cal. Civil Code 3262(d)(2) through the date shown above. The statutory form of release provides that it does not release extras furnished before the Through Date for which payment has not been received or the right to recover compensation for furnished labor, services, equipment, or material that was not compensated by progress payment. The statutory release also provides that it does not cover contract rights, including rights based on rescission, abandonment or breach of contract.

In order to induce payment of the amount shown in the statutory release, the undersigned individual hereby declares that the company named above did not furnish any extras or any labor, services, equipment or material before the Through Date that was not compensated by the progress payment, except for the items listed below.

By execution of this document, the company also hereby releases all contract rights and claims that it has with regard to labor, service, equipment or material furnished through the Through Date including rights and claims based on rescission, abandonment or breach of contract.

<b>EXCEPTIONS</b>
(Record Any Exceptions In This Space. If No Exceptions, Write "None")

I declare under penalty of perjury that the foregoing is true and correct. Signed at

\_\_\_\_\_, **California**, on \_\_\_\_\_, **2010**  
(Location) (Date of Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**NOTE: This form is designed to accompany a statutory UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT.**