

**RELEASE FORM 3**

**CONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT  
(Civil Code § 3262(d)(3))**

Upon receipt by the undersigned of a check from Barnhart, Inc

in the sum of \$ \_\_\_\_\_

payable to \_\_\_\_\_

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned

has on the job of \_\_\_\_\_  
(Owner)

located at \_\_\_\_\_  
(Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of \$ \_\_\_\_\_.

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

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

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

**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 Conditional Waiver and Release Upon Final Payment, pursuant to Cal. Civil Code 3262(d)(3) on the date shown above.

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 on the Project that was not compensated by the final 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 on the Project including rights and claims based on rescission, abandonment or breach of contract.

This Declaration and Release of Contract Rights is conditional, and shall be effective only when the check described on the statutory Conditional Waiver and Release form that accompanies this document has been properly endorsed and paid by the bank upon which is it drawn.

<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  
CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT.**