



**Conditional Waiver and Release Upon Progress Payment**

Upon receipt by the undersigned of a check from Primus Structures, 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:

\_\_\_\_\_ Project Name \_\_\_\_\_

to the following extent. This release covers a progress payment for labor, services, equipment, or  
material furnished through DATE: \_\_\_\_\_ 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. 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 to 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 recession, 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 compen-  
sated by the progress payment. Before any recipient of the document relies on it, said party  
should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_ Company Name \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_  
(Signature)

THE STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day, personally appeared \_\_\_\_\_  
of \_\_\_\_\_

subscribed to the foregoing instrument, and acknowledged to me that he executed the same for  
the purposes and considered therein expressed, in the capacity therein stated and as the act and  
deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Notary)