**LIEN WAIVER**

1. **IDENTIFIYING INFORMATION.**

Claimant Name: [CLAIMANT NAME]

Customer Name: [CUSTOMER NAME]

Job Location: [JOB LOCATION ADDRESS]

Owner: [OWNER NAME]

Through Date:\* [MM/DD/YYYY] (\*for progress payments ONLY)

1. **WAIVER TYPE.** (CHECK ONE)
2. [ ]  - UNCONDITIONAL Waiver for PARTIAL / PROGRESS Payment

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

$[PROGRESS PAYMENT AMOUNT]

1. [ ]  - UNCONDITIONAL Waiver for FULL Payment

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

1. [ ]  - CONDITIONAL Waiver for PARTIAL / PROGRESS Payment

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: [MAKER OF CHECK (NAME)]

Check Amount: $[CHECK AMOUNT]

Check Payable to: [CHECK PAYEE NAME]

1. [ ]  - CONDITIONAL Waiver for FULL Payment

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: [MAKER OF CHECK (NAME)]

Check Amount: $[CHECK AMOUNT]

Check Payable to: [CHECK PAYEE NAME]

1. **EXCEPTIONS.**

This document does not affect any of the following:

[LIST EXCEPTIONS HERE (OPTIONAL)]

Disputed claims for extras in the amount of: $[DISPUTED CLAIMS AMOUNT]

1. **SIGNATURE.**

Claimant Signature: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://esign.com/) Date: [MM/DD/YYYY]

Claimant Title: [CLAIMANT TITLE]

1. **NOTARIZATION.** (ONLY REQUIRED IN MS, TX, & WY)

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

The foregoing instrument was acknowledged before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Notary Public**

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_