



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: _____

Property Location: _____

Undersigned's Customer: W. R. Newman & Associates, Inc.

Application for Payment Number: _____

Payment Amount: _____

Payment Period: _____

Upon receipt by the undersigned of a check in the above referenced Payment Amount, payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for all work, materials, or equipment furnished by the undersigned to the Property or to the Undersigned's Customer that are the subject of the Payment Application but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications, or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen, and suppliers for all work, materials, or equipment that are the subject of this waiver and release.

Dated: _____

Company Name

By: _____

Title: _____