

**CONTRACTOR/VENDOR
PROGRESS PAYMENT REQUEST, PARTIAL RELEASE, AND PARTIAL LIEN WAIVER**

Contractor/Vendor: _____
Payment Request # _____
Project: _____
Owner: _____
For the Period Ending: _____ (“Period Ending Date”)
PO Number: _____

STATEMENT OF CONTRACT ACCOUNT

| | | |
|-----|---|------------|
| 1. | Original Contract Amount | \$ _____ |
| 2. | Approved Change Orders (Net) | \$ _____ |
| 3. | Total Adjusted Contract to Date | \$ _____ |
| 4. | Base Contract Completed to Date | \$ _____ |
| 5. | COs Completed to Date | \$ _____ |
| 6. | Total Completed to Date | \$ _____ |
| 7. | Less: Retention Amount to Date (____%) | (\$ _____) |
| 8. | Total Completed and Stored Less Retention | \$ _____ |
| 9. | Less: Previously Certified and Received | (\$ _____) |
| 10. | Total Amount of This Progress Payment | \$ _____ |

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned represents and warrants that it has been paid and has received (or that it will be paid and will receive via proceeds from this pay application) the above Progress Payment for labor and materials furnished to the Project and to the Owner, and that all subcontractors and suppliers who have furnished services, labor, or materials to the Project have been paid in full (or will be paid in full via proceeds from this pay application) through the Period Ending Date (excluding only retainage amounts not exceeding 10% of the value of a subcontractor’s or supplier’s work or material furnished to the Project through the Period Ending Date). The undersigned hereby waives and releases, to the extent of the above Progress Payment, any right to mechanic’s, materialman’s, or any other lien against the Project and the Owner; this waiver and release of lien applies as to the above Progress Payment for labor and materials furnished through the above Period Ending Date only and does not apply to any Retention amount or any labor or materials furnished after that date.

The undersigned further represents and warrants that no financing statement, chattel mortgage, bill of sale, or retention of title agreement has been given or executed in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the Project by the undersigned.

The undersigned Contractor makes these representations and warranties with the full knowledge that the Owner shall be entitled to rely upon the truth and accuracy thereof.

DATED: _____

(Contractor/Vendor company name)

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

I, a Notary Public for the above County and State, certify that _____ personally came before me this day and acknowledged that he/she is _____ [title] of _____ [company name], and that he/she, as _____ [title], being authorized to do so, executed the foregoing on behalf of _____ [company name].

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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.