

# CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

CALIFORNIA CIVIL CODE SECTION 3262(D)(3)

Upon receipt by the undersigned of a check from \_\_\_\_\_ In the sum of  
(Maker of Check)  
\_\_\_\_\_ payable to \_\_\_\_\_ and when the check  
(Amount of check) (Payee or Payees of check)  
has properly endorsed and has been paid by the bank upon which it is drawn, this document shall become  
effective to release any mechanics' 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: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

**NOTE: CIVIL CODE 3262(d)(3) PROVIDES:** Where the claimant is required to execute a waiver and release in exchange or, or in order to induce a payment of, a final payment and the claimant is not, infact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.