

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from DATUM CONSTRUCTION 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 _____ located at _____
_____ to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to

DATUM CONSTRUCTION through _____ 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 in 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 on a rescission, 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
compensated by the progress payment. Before any recipient of this document relies on it, said
party should verify evidence of payment to the undersigned.

Dated: _____

By: _____

Print Name: _____

Title: _____