

# UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

CALIFORNIA CIVIL CODE SECTION 3262(d)(4)

The undersigned has been paid in full for all labor, services, equipment or material furnished to

\_\_\_\_\_ on the job of \_\_\_\_\_  
(Your Customer) (Owner)

located at \_\_\_\_\_ and does hereby waive and release any right to a  
(Job Description)  
mechanics' lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for  
extra work in the amount of \$ \_\_\_\_\_ .

\_\_\_\_\_  
(Company name)

By:

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Title)

## NOTICE TO PERSONS SIGNING THIS WAIVER:

**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 HAVENOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**NOTE: CIVIL CODE 3262(d)(4) PROVIDES:** Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant asserts in the waiver it has, in fact been paid the final payment, the waiver and release shall follows substantially the form set forth above.