

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$ _____ (AMOUNT OF CHECK) for labor, services, equipment or material furnished to _____ (MAKER OF CHECK) on the job of _____ (OWNER) located at _____ (PROJECT DESCRIPTION) and does hereby release any mechanics' lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent.

This release covers a progress payment for labor, services, equipment, or materials furnished to _____ (MAKER OF CHECK) through _____ (MONTH DAY, YEAR) only and does not cover any retentions 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 upon 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.

DATE: _____

COMPANY: _____

SIGNED BY: _____

TITLE: _____

(Exhibit H)