

**CONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

**(California Civil Code §3262)**

Upon receipt by the undersigned of the check received from \_\_\_\_\_, in the sum of \$\_\_\_\_\_, representing payment in full of Invoice #\_\_\_\_\_ dated \_\_\_\_\_, payable to \_\_\_\_\_. When the check has been received, properly endorsed & 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 at the address listed herein: \_\_\_\_\_.

This release covers the payments to the undersigned and includes costs for Buyer Pre-Closing Inspection furnished for **the referenced Unit & Project, through** \_\_\_\_\_ (Work Order as per above invoice attached herein.)

Dated: \_\_\_\_\_

Signed:

\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME shown above

**NOTE: CIVIL CODE 3262(d)(3) 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 is not, in fact, 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.**