UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN AND PAYMENT BOND 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 HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

State of North Dakota County of: _____

Name of Claimant (party signing): _____

Name of Customer (party claimant contracted with): _____

Owner: _____

Project Name / Job No.: _____

Job Location (street address): _____

Invoice / Pay Application No.: _____

Through Date: _____

Amount of Progress Payment Received: $ _____

The claimant has been paid and has received the progress payment stated above for labor, services, equipment and materials furnished to the jobsite or to the Customer through the Through Date, and does hereby unconditionally waive and release any mechanic's or construction lien rights, any rights against any statutory or private payment bond, any stop notice or similar rights, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights that the claimant has on the above-referenced project, to the extent of the payment received.

Exceptions

This document does not waive or release: (1) retention; (2) extras, change orders, or claims pending approval or unpaid; (3) labor, services, equipment or materials furnished after the Through Date; (4) disputed claims in the amount of $_____; and (5) contract rights, including rights based on rescission, abandonment or breach of contract and the right to recover compensation for work not compensated by this payment.

The claimant warrants that it has already paid, or will use the funds received from this payment to promptly pay in full, all of its laborers, subcontractors, materialmen and suppliers for all labor, services, equipment and materials covered by this document.

_____ _____

Claimant (Company Name) By: (Signature)

_____ _____

Printed Name and Title Date of Signature

OPTIONAL NOTARY ACKNOWLEDGMENT (complete only if required by the contract, owner, or lender)

STATE OF _____ COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____ (name of signer) as _____ (title) of _____ (company), who is personally known to me or produced satisfactory identification.

Notary Public: _____ My commission expires: _____ (Seal)