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# WAIVER & RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its claim and right to claim a lien for labor services or materials furnished through \_\_\_\_\_ (Date) to \_\_\_\_\_ (Customer) at the following property:

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*This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.*

I, the Guarantor, am the contractor for this property and am completing the work myself. \_\_\_\_\_ (Initial)

I, the Contractor, am completing work for this property as contracted by the property owner. \_\_\_\_\_ (Initial)

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

Lienor:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

## Lien Waiver Instructions:

The four blanks to be filled in on the top portion of the waiver document are:

- + The amount of the waiver.
- + The date through which work has been completed so far that is covered by the amount of this waiver.
- + The name of the customer who received the services of work done on the property—this is the name of the borrowers LLC (not a persons name, but the name of the business entity).
- + The address of the property upon which the work was completed.

The two statements directly above the signature section will help you determine who is the person who should sign the Lien Waiver form. If statement 1 is true, the Guarantor may initial the statement and sign the form. If statement 1 is not true, then the Contractor should initial statement 2 and sign the Lien Waiver form.