



DBAC, Inc.  
Job # \_\_\_\_\_

RELEASE FORM 2

UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT  
(Civil Code 3262 (d) (2))

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_  
(Check Amount)

for labor, services, equipment, or material furnished to DBAC, Incorporated  
(Your Customer)

On the job of \_\_\_\_\_ located at \_\_\_\_\_  
(Owner)

\_\_\_\_\_ and does hereby release  
(Job Description)

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 DBAC, Incorporated through \_\_\_\_\_  
(Your Customer) (Date)

only and does not cover any retention retained before or after the release date; extras or items 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 mechanics' 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.

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

By: \_\_\_\_\_  
(Title)

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEBLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**