

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(Pursuant to A.R.S. § 33-1008)

THE UNDERSIGNED has been paid and has received a progress payment from **MCDAVID CONSTRUCTION, INC.** in the sum of \$ _____ for all labor, services, equipment or material furnished to the jobsite or to N/A on the following:

Owner: _____ Job # _____
Job: _____

and does hereby waive and release any Mechanic’s Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned’s position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite of to N/A through _____ pending, modifications and changes or items furnished after that date.

THE UNDERSIGNED warrants that he/she has either already paid or will use the monies he/she receives from this payment to promptly pay in full all of his/her laborers, subcontractors, material men and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

DATED THIS _____ day of _____, 200____

_____ (company name)

By: _____

Its: _____ (title)

NOTICE: This document waives 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

ANY ALTERATIONS TO THIS DOCUMENT WILL RENDER IT NULL AND VOID