

UTAH 2<sup>nd</sup> TIER WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: \_\_\_\_\_  
Property Location: \_\_\_\_\_  
Undersigned's Customer: \_\_\_\_\_  
Invoice/Payment Application Number: \_\_\_\_\_  
Payment Amount: \_\_\_\_\_  
Payment Period: through \_\_\_\_\_  
\*Check Number(s): \_\_\_\_\_

The undersigned acknowledges that the undersigned **has received payment** in the Payment Amount described above and that the undersigned has (1) endorsed a check in the above referenced Payment Amount payable to the undersigned; and (2) the check has been paid by the depository institution on which it was drawn, which constitutes payment in full for all labor, services, equipment or material furnished by the undersigned to the Property or Job described above or to through the Payment Period date set forth above.

To the extent provided below, this document releases, and the undersigned hereby waives, any mechanic's lien right, stop payment right, state or federal statutory bond right, private bond right, claim for payment, and is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property or Job.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

**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. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

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

\_\_\_\_\_(Company Name)

Signature \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

e-mail copy to: [ap@staceygc.com](mailto:ap@staceygc.com)  
OR Mail original to: PO Box 9195  
Ogden, UT 84409