

**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(DELAWARE)**

The undersigned has been paid and has received a progress payment in the sum of _____ DOLLARS (\$_____) for labor, services, equipment and/or materials furnished to _____ (the "Owner") in the _____ of the Owner located at _____ (City, State and Zip) and does hereby release any and all claims, demands, notices, and suits of the above referenced job to the fullest extent. This release covers a progress payment for labor, services, equipment and/or materials furnished to the Owner through the _____ day of _____, _____ only and does not cover any retentions retained before or after the release date; extras 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 on no account releases, stops, or waives any right shall not otherwise be construed to release or waive in any way any right to the contract based upon a rescission, and/or breach of the contract, or the right of the undersigned to recover compensation for any labor, services, equipment, or material covered by this release if that labor, services, equipment, or material was not compensated by the progress payment.

DATED at _____ this _____ day of _____, _____.

Name of Company

By: _____
Print name

THIS IS A 2-PAGE FORM.