

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(KENTUCKY)**

Upon receipt by the undersigned of a check from _____ in the sum of _____ DOLLARS (\$ _____) made payable to _____, and when the check has been properly cashed and has been paid by the bank upon which it is drawn, this document shall immediately release mechanic's lien, stop notice, or bond right which the undersigned has on the job of _____ [name of property owner] (the "Owner") located at _____ [property address], to the following extent:

This release covers a progress payment for labor, services, equipment, or material furnished to the Owner through _____ [date] only and does not cover any retentions retained before the release date; extras furnished before the release date for which payment has not been received; or materials furnished after the release date. Rights based upon work performed on the job after the release date which the contractor has been fully executed by the contractor prior to the release date are covered by this release unless specifically reserved by the contractor in writing.

This release of any mechanic's 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. Before any recipient of this document relies on it, that party should have evidence of payment in writing.

DATED at _____

Name of company

By: _____
Print name

Title: _____

THIS IS A 2-PAGE FORM.