

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

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 _____ (name of contractor or subcontractor) (the "Contractor") on the _____ day of _____, _____ at _____ [property address] and does hereby release and waive all claims, stoppage and bond right that the undersigned has on the above referenced job to 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 contract which has been fully executed by the parties prior to the date of this release and which is not otherwise reserved by the claimant in this release. This release of a contractor's claims, stoppage, or bond right shall not otherwise affect the contract rights, including the right to sue on 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 at _____ this _____ day of _____

Name _____

By: _____
Print name

Title: _____

THIS IS A 2-PAGE FORM.