

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

Upon receipt by the undersigned of a check from \_\_\_\_\_ in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) made payable to \_\_\_\_\_, when the amount has been properly endorsed and has been paid by the bank or other institution, the undersigned shall, effective as of the date of payment, release any mechanic's lien, stop notice, or bond right that 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 for or after the release date; extras furnished before the release date for which payment has not been received; or materials furnished after the release date. Rights in work performed or materials furnished under a contract or order which has been fully executed by the date of the release date are covered by this release unless specifically reserved by the claimant 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 adequately paid by the progress payment. Before any recipient of this document relies on it, the party must receive the full payment to the undersigned.

DATE \_\_\_\_\_  
\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Print name

**THIS IS A 2-PAGE FORM.**