

**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT  
(NEW MEXICO)**

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 property owner] (the "Owner") on \_\_\_\_\_ job of \_\_\_\_\_ Owner located at \_\_\_\_\_ [property address] and does hereby release and waive, in whole, stop notice, or bond right that the undersigned has on the above referenced job to the following 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 reserved upon work performed or items furnished under written agreements which have been fully executed by the parties prior to the release and not covered by this release unless specifically reserved by the claimant in this release.

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.

DATE: \_\_\_\_\_ at \_\_\_\_\_ City of \_\_\_\_\_, \_\_\_\_\_.

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

By: \_\_\_\_\_  
Authorized signature

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

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