

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

Upon receipt by the undersigned of a check from \_\_\_\_\_ of  
\_\_\_\_\_ DOLLARS \_\_\_\_\_ name \_\_\_\_\_ to  
\_\_\_\_\_, and when \_\_\_\_\_ check has \_\_\_\_\_ and has  
been properly cashed or cashed, this document shall be effective to release a mechanic's lien,  
stop notice, or bond right when 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 \_\_\_\_\_ through  
\_\_\_\_\_ [date] only and does not cover \_\_\_\_\_ retained for \_\_\_\_\_ release  
date; extras furnished before the release date for which payment has not been received; or materials furnished  
after the release date. \_\_\_\_\_ work performed on \_\_\_\_\_ for a written change order which has  
been executed by \_\_\_\_\_ prior to 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 is not compensated by the progress payment.  
Before any recipient of this document releases on that party's behalf by acceptance of payment to the undersigned.

DATE of this document, \_\_\_\_\_.

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

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

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

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