

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

Upon receipt by the undersigned of a check from _____ in the sum of _____ DOLLARS (\$ _____) has been paid to _____, when the amount of the check was the progress payment for work done on the property owned by _____ has been paid by the bank or other institution named above, the undersigned shall be deemed to have effectively released 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 on the job 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 associated with the progress payment. Before any recipient of this document relies on it, the party in possession of the document shall advise the undersigned.

DATE: _____ of _____

Name of Company

By: _____
Authorized signature

Title: _____

THIS IS A 2-PAGE FORM.