CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(ARIZONA)

TYPE 3 FORM - (Pursuant to A.R.S. §33-1008(d)(3))

Project: _____

Job No.: _____

On receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of $_____ payable to _____,
(Amount of Check)   (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it was drawn, this document becomes effective to release any mechanics' lien, any state or federal statutory bond right, any stop notice or bonded stop notice, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of _____
(Owner)

located at _____
(Job Description and/or Location)

This release covers the final payment for all labor, services, equipment or materials furnished to the jobsite or to _____
(Person with whom Undersigned Contracted)

except for disputed or unpaid claims in the amount of $_____. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that it either has already paid or will use the monies it receives from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver. _____

_____
(Type of Work, Materials and/or Equipment Furnished)

The following invoices and pay applications are included in the above referenced amount:

_____

_____

Date Signed:_____

_____
(Company Name)

By: _____
(Signature)

_____
(Title)

_____
(Claimant's Phone Number)

INSTRUCTIONS FOR USE

Limited Use Agreement.

This Form is provided as a courtesy of Bluff & Associates. Users of this form are instructed to read it carefully and use it only for the State first listed in the title. Each State has different laws which apply to the use of construction forms and language which might be acceptable in one state may not necessarily be legally binding and valid for another state. Use of this form should not be construed as the providing of legal advice by Bluff & Associates or any of its attorneys. The use of this form does not constitute the formation of an attorney – client relationship between the user and Bluff & Associates. Bluff & Associates makes no warranty or guarantee of any kind regarding the validity or enforceability of this Form for any legal purpose.

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Instructions for Completing Form.

- Complete all sections of the form. Do not leave any lines blank.

- Staple true and complete copies of applicable billing statements, pay applications, rental agreements, or other specific invoices for which the document applies directly to the form.

- If there are "disputed" items, change orders, etc., the amount needs to be listed. If you leave that portion of the form blank, the Court's will interpret it to be $0.00. Specifically list all exceptions and attach that page to this release.

Practice Pointer.

Claimant -- The more specific and detailed you are in completing this form the better for all involved.

Owner / General Contractor – Call the Claimant BEFORE relying on the Release to ensure that it is a true and authorized instrument. Faxed copies of this form are generally acceptable if faxed from the Supplier or Subcontractor's business fax number.