



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned does hereby represent and warrant that the undersigned has or will fully pay for all labor and materials, and any and all welfare, pension, vacation, or other contributions required to be made on account of the employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work or improvement of real property, free and harmless from any and all claims or liens for work completed through _____.

The undersigned waives and releases any mechanic's or materialman's lien, equitable lien, stop notice, bond or retainage claim right the undersigned has on the project owned by _____ a nd located at _____, for services, equipment or material furnished by or through the undersigned to WAYNE'S ROOFING, INC. through the date of _____ in consideration for payment of the sum of \$ _____, the receipt and sufficiency of which is hereby acknowledged, PROVIDED that the waiver and release shall not be effective as to retainage or other payments under the undersigned's contract which are not currently due and payable to the undersigned, AND FURTHER PROVIDED that no portion of this waiver and release shall be effective in the event any drawee dishonors any payment instrument.

Nothing herein shall be construed to waive or release any such rights which may accrue to the benefit of the undersigned for labor, services, equipment or material furnished to the above project subsequent to said date or for compensation due to the undersigned for the following items which are in dispute:

In consideration of this progress payment, the undersigned hereby agrees to defend, indemnify, and hold WAYNE'S ROOFING, INC. harmless from any claim, case of action or liability, including but not limited to costs, expenses, arbitration fees, interest and reasonable attorney's fees arising from any claims hereafter made on account of labor, services, equipment or material covered by this progress payment.

If payment is by check, this release is effective only when the check is paid by the bank upon which it is drawn in the amount of \$ _____.

DATED: _____

(Company Name)

BY: _____

(Printed Name and Title)