APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:  

PROJECT:  

APPLICATION NO:  

Distribution to:  

OWNER  

ARCHITECT  

CONTRACTOR  

CONTRACTOR:  

VIA ARCHITECT:  

PROJECT NO'S:  

COMMITMENT NO'S:  

CONTRACT DATE:  

ARCHITECT'S CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

| 1. ORIGINAL CONTRACT SUM | $ |
| 2. Net change by Change Orders | $ |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | $ |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | $ |
| 5. RETAINAGE: |
| a. 10% of Completed Work (Column D + E on G703) | $ |
| b. 5% of Stored Material (Column F on G703) | $ |
| Total Retainage (Lines 5a + 5b or Column I on G703) | $ |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | $ |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | $ |
| 8. CURRENT PAYMENT DUE | $ |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | $ |

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . . . . . . . . . . $  

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  

By: ___________________________ Date: ___________________________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
</tr>
</thead>
</table>
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G + C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE)
|   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |
| GRAND TOTALS |   |   |   |   |   |   |   |   |   |
CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

To All Whom It May Concern:

The undersigned is to be paid a progress payment in the sum of $ (Amount)
for labor, services, equipment, or material furnished (Your customer)

On the job of:
Job
Name:

Address:  
City:

County:  
State:  

And does hereby release any mechanic’s lien, 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, and equipment &/or materials furnished to (Your customer)

Through (Date) only and does not cover any retention retained before or after the release date;
estras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are 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. Before any receipt of this document relies on it, said party should verify evidence of payment to the undersigned.

By:  
Company Name:  
Print Name:  
Company Trade:  
Print Title:  
Dated:  

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS CONDITIONALLY AND STATES THAT, UPON RECEIPT OF PAYMENT, YOU ARE GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.

NOTE: CIVIL CODE SECTION 3382(d) (2) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the form set forth above.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE,  

at ____________________________  
, this ______ day of ________________  A. D., 20 __________

______________________________
UNCONDITIONAL WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

To All Whom It May Concern:

The undersigned has been paid in full the sum of \$\underline{\hspace{2cm}}\ for labor, services, equipment, or material

\[\text{(Full Contract Amount)}\]

furnished to \underline{\hspace{2cm}}

\[\text{(Your customer)}\]

On the job of:

\underline{\hspace{2cm}}

\[\text{Job Name:}\]

\underline{\hspace{2cm}}

\[\text{Address:}\]

\underline{\hspace{2cm}}

\underline{\hspace{2cm}}

\[\text{County:} \hspace{1cm} \text{State}:\]

And does hereby waive and release any right to a mechanic’s lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$\underline{\hspace{2cm}}.

\underline{\hspace{2cm}}

\underline{\hspace{2cm}}

\[\text{Print Name:} \hspace{1cm} \text{Company Name:}\]

\underline{\hspace{2cm}}

\underline{\hspace{2cm}}

\[\text{Print Title:} \hspace{1cm} \text{Company Trade:}\]

\underline{\hspace{2cm}}

\underline{\hspace{2cm}}

\[\text{By:} \hspace{1cm} \text{(Signature)} \hspace{1cm} \text{Dated:}\]

\underline{\hspace{2cm}}

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID USE A CONDITIONAL RELEASE FORM.

NOTE: This form of release complies with the requirements of CIVIL CODE SECTION 3262(d)(4).

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, \hspace{2cm} at \underline{\hspace{1cm}}

\underline{\hspace{2cm}}, \underline{\hspace{2cm}} day of \underline{\hspace{2cm}} A. D., 20 \underline{\hspace{2cm}}

\underline{\hspace{2cm}}

\underline{\hspace{2cm}}
CONDITIONAL WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

To All Whom It May Concern:

The undersigned is to be paid a final payment in the sum of $____________________ (Amount) for labor, services, equipment, or material furnished _________________________.

Upon receipt and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic’s lien, stop notice or bond right the undersigned has on the job of:

Job Name: ____________________________  Company Name: ____________________________

Address: ____________________________  City: ____________________________

County: ____________________________  State: ____________________________

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of $____________________. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

By: ____________________________  Company Trade: ____________________________

Print Name: ____________________________  Dated: __________

Print Title: ____________________________

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE,  at ____________________________

, this _______ day of ____________________________ A. D., 20_____

______________________________________

Waiver of Lien 2016
UNCONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

To All Whom It May Concern:

The undersigned has been paid and has received a progress payment in the sum of $ (Amount)
for labor, services, equipment, or material furnished (Your customer)

On the job of:
Job Name:
Address: City:
County: State:

And does hereby release any mechanic's lien, 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, and equipment &/or materials furnished to:
(Your customer)
through (Date) only and does not cover any retention 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 based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are 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. Before any receipt of this document relies on it, said party should verify evidence of payment to the undersigned.

By: Company Name: 
Print Name: Company Trade: 
Print Title: Dated:

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID USE A RELEASE FORM.

NOTE: CIVIL CODE SECTION 3282(d) (2) PROVIDES: WHERE THE CLAIMANT IS REQUIRED TO EXECUTE A WAIVER AND RELEASE IN EXCHANGE FOR, OR IN ORDER TO INDUCE PAYMENT OF, A PROGRESS PAYMENT AND THE CLAIMANT ASSERTS IN THE WAIVER IT HAS, IN FACT, BEEN PAID THE PROGRESS PAYMENT, THE WAIVER AND RELEASE SHALL FOLLOW SUBSTANTIALLY THE FORM SET FORTH ABOVE.

__________________________________________________________

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at

, this day of A.D., 20

__________________________________________________________
SUB-TIER CONTRACTOR UNCONDITIONAL WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

To All Whom It May Concern:

The undersigned has been paid in full the sum of $__________ for labor, services, equipment, or material furnished to ____________

(Full Contract Amount)

On the job of:
Job Name:
Address:
County: __________________________ State: __________________________

And does hereby waive and release any right to a mechanic’s lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of $ ____________.

Print Name: __________________________ Company Name: __________________________
Print Title: __________________________ Company Trade: __________________________
By: __________________________ (Signature) Dated: __________________________

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID USE A CONDITIONAL RELEASE FORM.

NOTE: This form of release complies with the requirements of CIVIL CODE SECTION 3362(d) (4).

__________________________________________________________

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at ________________

, this _______ day of ________________ A. D., 20_____
SUB-TIER UNCONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

To All Whom It May Concern:

The undersigned has been paid and has received a progress payment in the sum of $__________ (Amount)
for labor, services, equipment, or material furnished ________________ (Your customer)

On the job of:
Job Name:

Address: __________________________ City: __________________________
County: __________________________ State: __________________________

And does hereby release any mechanic’s lien, 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, and equipment &/or materials furnished to: __________________________ (Your customer)
through ___________ (Date) only and does not cover any retention 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 based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are 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. Before any receipt of this document relies on it, said party should verify evidence of payment to the undersigned.

By: ____________________________ Company Name: __________________________
Print Name: ____________________________ Company Trade: __________________________
Print Title: ____________________________ Dated: _______

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID USE A RELEASE FORM.

NOTE: CIVIL CODE SECTION 3262(d) (2) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the form set forth above.

______________________________

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at ____________________________

this __________ day of __________________________ A. D., 20 __________
DATE: 

STATE OF _____________, _____________ COUNTY, ss:

being first duly sworn, says that he/she is the _______ of ________________________________ (Sub) contractor having a contract with ______________ the __________ for __________ situated on or around or in front of the following described property: ______________ where of ______________ was the owner, part owner or lessee.

Affiant further says that the following shows the names of every sub-contractor in the employ of said ________________________________ giving the amount, if any, which is due, or to become due, to them, or any of them, for work done or machinery, material or fuel furnished to date hereof, under said contracts.

NOTE: This statement must be accompanied by a similar sworn statement signed by each of the Sub-contractors listed below.

**SUB-CONTRACTORS**

<table>
<thead>
<tr>
<th>Names</th>
<th>Trade</th>
<th>Contract Price</th>
<th>Amount Previously Paid</th>
<th>This Payment</th>
<th>Balance Due</th>
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</thead>
<tbody>
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Said affiant further says that the following shows the names of every person furnishing machinery, Material or fuel, to ________________ giving the amount, if any, which is due, or to become due, to them or any of them, for machinery, material, or fuel furnished to date hereof, under said contracts.

**MATERIAL MEN**

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<tr>
<th>Names</th>
<th>Trade</th>
<th>Contract Price</th>
<th>Amount Previously Paid</th>
<th>This Payment</th>
<th>Balance Due</th>
</tr>
</thead>
<tbody>
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Said affiant further says that the following shows the names of every unpaid laborer in the employ of ______________ due for labor done to date hereof:
NOTE: If the fact that every laborer has been paid in full, then recite: “Every laborer has been paid in full.”

If not, then give each unpaid laborer’s name and the amount due or to become due.

<table>
<thead>
<tr>
<th>LABOR</th>
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</thead>
<tbody>
<tr>
<td>NAME</td>
<td>HOURS</td>
<td>Amount due or to become due for labor furnished to date hereof.</td>
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</tbody>
</table>

That the amount due or to become due to said sub-contractor, material men and laborers, for work done, or machinery, material or fuel furnished to the date hereof, to __________________________ is fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part.

Affiant further says that __________________________ has not employed or purchased or procured machinery, material or fuel from, or sub-contractor with any person, firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished under said contracts than above set forth.

Signature X __________________________

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at________________________

This ______ day of _________ 201_.

________________________
Notary Public