



AIA Document G901™ – 2022

Conditional Waiver and Release on Progress Payment

Waiver and Release Number: _____
Payment Application Number: _____

IDENTIFYING INFORMATION

Contractor: _____
Customer: _____
Property Owner: _____
Work: _____
Project: _____
Property: _____

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES, AND ITS USE IS GOVERNED BY STATE LAW. STATUTORY AND LEGAL REQUIREMENTS APPLICABLE TO THIS DOCUMENT AND ITS USE MAY CHANGE WITHOUT NOTICE. BEFORE EACH USE, USERS SHOULD CONSULT WITH AN ATTORNEY WITH RESPECT TO ITS COMPLETION OR USE.

CONDITIONAL WAIVER AND RELEASE

This Conditional Waiver and Release on Progress Payment is effective only on the Contractor's receipt of payment as described below. A person should not rely on this document unless satisfied that Contractor has received payment.

Except as listed in the Exceptions section below, Contractor conditionally waives and releases any (i) liens and encumbrances, (ii) right to assert a lien or encumbrance, (iii) common law or statutory payment bond right, (iv) stop payment notices, (v) claim for payment, and (vi) rights under any similar ordinance, rule, or statute related to claim or payment that Contractor has or may have with respect to the (1) Work, (2) Project or Property and improvements thereon, (3) labor, services, materials, fixtures, apparatus, equipment, or machinery furnished for the Project or Property, and (4) monies, funds, or other considerations due or to become due arising out of the Work.

Contractor represents that all debts owed to any third party relating to the goods or services covered by this Conditional Waiver and Release on Progress Payment have been paid or will be timely paid.

This Conditional Waiver and Release on Progress Payment is effective only on Contractor's receipt of payment in accordance with the following payment terms:

Describe method by which payment will be made to the Contractor: _____
Maker of payment: _____
Amount of payment: _____
Identify party to whom full or partial payment will be made, if other than Contractor: _____

EXCEPTIONS

This Conditional Waiver and Release on Progress Payment covers a progress payment for Work furnished for the Project or the Property and the improvements thereon through _____ ("Effective Date"). This Conditional Waiver and Release on Progress Payment does not cover (i) Work furnished after the Effective Date, (ii) unpaid retention, (iii) extras for which Contractor has not received payment, (iv) pending modifications and changes, (v) disputed claims in the total amount of \$ _____, and other exceptions described below, if any:

Other exceptions: _____

Supporting documents attached hereto, if any: _____

(Signature of Contractor's authorized representative)

(Date)

Subscribed and sworn to before me on this date: _____
Notary Public: _____
My Commission Expires: _____