

UTAH CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project Description: _____

ESG Project Number: _____

Subcontract or PO Number: _____

Supplier Name: _____

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractor's Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once:

- (1) The undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) The check is paid by the depository institution on which it is drawn.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Dated: _____

_____ (Company Name)

_____ By: _____

_____ Its: _____

UTAH FINAL WAIVER AND RELEASE UPON FINAL PAYMENT

Project Description: _____

ESG Project Number: _____

Subcontract or PO Number: _____

Supplier Name: _____

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractor's Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once:

- (1) The undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) The check is paid by the depository institution on which it is drawn.

This waiver and release applies to the final payment for the work, materials, equipment, or combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer.

The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from the final payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Dated: _____

_____ (Company Name)

_____ By: _____

_____ Its: _____