

**NOTICE TO PROPERTY OWNER**

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

- 1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
- 2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, Paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
- 3. Using any other method or device that is appropriate under the circumstances.

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes Section 33-992.01, Subsection 1 or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with Arizona Revised Statutes Section 33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner or other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ACKNOWLEDGMENT OF RECEIPT OF PRELIMINARY TWENTY DAY NOTICE**

This acknowledges receipt on \_\_\_\_\_ of a copy of this preliminary twenty day notice  
(date)

at \_\_\_\_\_  
(address)

Date \_\_\_\_\_  
(date this acknowledgment is executed)

\_\_\_\_\_  
(Signature of person acknowledging receipt, with title if acknowledgment is made on behalf of another person)

Preliminary Notice #: \_\_\_\_\_ Project #: \_\_\_\_\_

# CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: \_\_\_\_\_

JOB NO.: \_\_\_\_\_

ON RECEIPT BY THE UNDERSIGNED OF A CHECK FROM \_\_\_\_\_  
(PERSON WITH WHOM UNDERSIGNED IS CONTRACTED) IN THE SUM OF \$ \_\_\_\_\_  
PAYABLE TO **GENERAL METALS MFG. & SUPPLY CO.**, AND WHEN THE CHECK HAS BEEN  
PROPERLY ENDORSED AND HAS BEEN PAID BY THE BANK ON WHICH IT IS DRAWN, THIS  
DOCUMENT BECOMES EFFECTIVE TO RELEASE ANY MECHANIC'S LIEN, ANY STATE OR  
FEDERAL STATUTORY BOND RIGHT, 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) TO THE  
FOLLOWING EXTENT. THIS RELEASE COVERS A PROGRESS PAYMENT FOR ALL LABOR,  
SERVICES, EQUIPMENT OR MATERIALS FURNISHED TO THE JOB SITE OR TO  
\_\_\_\_\_ (PERSON WITH WHOM UNDERSIGNED CONTRACTED)  
THROUGH \_\_\_\_\_ (DATE) ONLY AND DOES NOT COVER ANY RETENTION,  
PENDING MODIFICATIONS AND CHANGES OR ITEMS FURNISHED AFTER THAT DATE.  
BEFORE ANY RECIPIENT OF THIS DOCUMENT RELIES ON IT, THAT PERSON SHOULD  
VERIFY EVIDENCE OF PAYMENT TO THE UNDERSIGNED.

THE UNDERSIGNED WARRANTS THAT HE EITHER HAS ALREADY PAID OR WILL USE THE  
MONIES HE RECEIVES FROM THIS PROGRESS PAYMENT TO PROMPTLY PAY IN FULL ALL  
OF HIS 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.

DATE: \_\_\_\_\_

GENERAL METALS MFG. & SUPPLY CO.

\_\_\_\_\_  
PRESIDENT



# UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: \_\_\_\_\_

JOB NO.: \_\_\_\_\_

THE UNDERSIGNED HAS BEEN PAID AND HAS RECEIVED A PROGRESS PAYMENT IN THE SUM OF ~~\$-0-~~ FOR ALL LABOR, SERVICES, EQUIPMENT OR MATERIAL FURNISHED TO THE JOB SITE OR TO \_\_\_\_\_ (PERSON WITH WHOM UNDERSIGNED CONTRACTED) ON THE JOB OF \_\_\_\_\_ (OWNER) LOCATED AT \_\_\_\_\_ (JOB DESCRIPTION) AND DOES HEREBY RELEASE ANY MECHANIC'S LIEN, ANY STATE OR FEDERAL STATUTORY BOND RIGHT, ANY PRIVATE BOND RIGHT, ANY CLAIM FOR PAYMENT AND ANY RIGHTS UNDER SIMILAR ORDINANCE, RULE OR STATUTE RELATED TO CLAIM OR PAYMENT RIGHTS FOR PERSONS IN THE UNDERSIGNED'S POSITION THAT THE UNDERSIGNED HAS ON THE ABOVE REFERENCED PROJECT TO THE FOLLOWING EXTENT. THIS RELEASE COVERS A PROGRESS PAYMENT FOR ALL LABOR, SERVICES, EQUIPMENT OR MATERIALS FURNISHED TO THE JOB SITE OR TO \_\_\_\_\_ (PERSON WITH WHOM UNDERSIGNED CONTRACTED) THROUGH \_\_\_\_\_ (DATE) ONLY AND DOES NOT COVER ANY RETENTION, PENDING MODIFICATIONS AND CHANGES OR ITEMS FURNISHED AFTER THAT DATE.

THE UNDERSIGNED WARRANTS THAT HE EITHER HAS ALREADY PAID OR WILL USE THE MONIES HE RECEIVES FROM THIS PROGRESS PAYMENT TO PROMPTLY PAY IN FULL ALL OF HIS 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.

DATED: \_\_\_\_\_ GENERAL METALS MFG. & SUPPLY CO.

\_\_\_\_\_  
PRESIDENT

NOTICE: 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.



## CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

PROJECT: \_\_\_\_\_

JOB NO.: \_\_\_\_\_

ON RECEIPT BY THE UNDERSIGNED OF A CHECK FROM \_\_\_\_\_  
(PERSON WITH WHOM UNDERSIGNED IS CONTRACTED) IN THE SUM OF \$ \_\_\_\_\_  
PAYABLE TO GENERAL METALS MFG. & SUPPLY CO., AND WHEN THE CHECK HAS BEEN  
PROPERLY ENDORSED AND HAS BEEN PAID BY THE BANK ON WHICH IT IS DRAWN, THIS  
DOCUMENT BECOMES EFFECTIVE TO RELEASE ANY MECHANIC'S LIEN, ANY STATE OR  
FEDERAL STATUTORY BOND RIGHT, 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) THIS RELEASE  
COVERS THE FINAL PAYMENT TO THE UNDERSIGNED FOR ALL LABOR, SERVICES,  
EQUIPMENT OR MATERIALS FURNISHED TO THE JOB SITE OR TO  
\_\_\_\_\_ (PERSON WITH WHOM UNDERSIGNED  
CONTRACTED), EXCEPT FOR DISPUTED CLAIMS IN THE AMOUNT OF \$0. BEFORE ANY  
RECIPIENT OF THIS DOCUMENT RELIES ON IT, THE PERSON SHOULD VERIFY EVIDENCE OF  
PAYMENT TO THE UNDERSIGNED.

THE UNDERSIGNED WARRANTS THAT HE EITHER HAS ALREADY PAID OR WILL USE THE  
MONIES HE RECEIVES FROM THIS FINAL PAYMENT TO PROMPTLY PAY IN FULL ALL OF  
HIS 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.

DATE: \_\_\_\_\_

GENERAL METALS MFG. & SUPPLY CO.

\_\_\_\_\_  
PRESIDENT



## UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

PROJECT: \_\_\_\_\_

JOB NO.: \_\_\_\_\_

THE UNDERSIGNED HAS BEEN PAID IN FULL FOR ALL LABOR, SERVICES, EQUIPMENT OR MATERIAL FURNISHED TO THE JOB SITE OR TO \_\_\_\_\_ (PERSON WITH WHOM UNDERSIGNED CONTRACTED) ON THE JOB OF \_\_\_\_\_ (OWNER) LOCATED AT \_\_\_\_\_ (JOB DESCRIPTION) AND DOES HEREBY WAIVE AND RELEASE ANY RIGHT TO MECHANIC'S LIEN, ANY STATE OR FEDERAL STATUTORY BOND RIGHT, 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, EXCEPT FOR DISPUTED CLAIMS FOR EXTRA WORK IN THE AMOUNT OF \$0.

THE UNDERSIGNED WARRANTS THAT HE EITHER HAS ALREADY PAID OR WILL USE THE MONIES HE RECEIVES FROM THIS FINAL PAYMENT TO PROMPTLY PAY IN FULL ALL OF HIS LABORERS, SUBCONTRACTORS, MATERIALMEN AND SUPPLIERS FOR ALL WORK, MATERIALS, EQUIPMENT OR SERVICES PROVIDED FOR OR TO THE ABOVE-REFERENCED PROJECT.

DATED: \_\_\_\_\_

GENERAL METALS MFG. & SUPPLY CO.

\_\_\_\_\_  
PRESIDENT

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