

**LIEN RELEASE AND WAIVER**

A Lien waiver states that a party has received payment and waives any future lien rights to the property. A Lien release lifts the lien and makes the property free to purchase. Common uses are for real estate, personal property, contractors, or mechanics.

**REMINDER:** This form has been prepared for general informational use only. Because this sample contract does not represent the unique facts and circumstances of your situation, it is highly recommended that you seek legal advice from an appropriately licensed attorney.

If you have any questions, please visit [www.upcounsel.com](https://www.upcounsel.com/?utm_source=documents&utm_medium=download&utm_campaign=cover-page) to hire and speak with talented attorneys. Many of them also offer free consultations!

End--

**Notes: Liens can be placed over property by someone who has obtained authority to do so through the courts. Generally they are placed over property in order to secure payment of an amount owing. When that amount is paid a release should be provided to the debtor to clear the lien over the property.**

**There are also statutory Liens that apply to contractors and builders that are set out in the Civil Code and should only be used in situations where the contractor is experienced in the use of liens.**

**This document firstly provides a standard Lien Release and Waiver in option 1 that can be used for general release of liens placed on real estate and personal property and then goes on to provide the 4 statutory contractors or mechanics Liens thereafter. Please choose from the text in blue the appropriate text for you.**

**LIEN RELEASE AND WAIVER**

|  |  |
| --- | --- |
| **Claimant’s Name** | **[Enter Name]** |
| **Claimant’s Address** | **[Enter Address]** |
| **Owner’s Name** | **[Enter Name]** |
| **Owner’s Address** | **[Enter Address]** |

|  |
| --- |
| **Description of Property/Goods/Job Lien was held over** |
| **Notes:****1. Where this is to be used as a contractor’s release of lien enter a description of the job and where it is located. In case of option 4 or 5 please include the through date (i.e. the date the release is valid to where there is ongoing work).****3. Where it is a general release enter a full description of the property along with any serial numbers, model numbers or VIN numbers where a car is involved.** |

**[Choose one of the following dependent on which best fits the situation]**

1. General Lien Release

This document certifies that the lien held in the name of the Claimant shown above, against the described property above has been fully satisfied by the Owner of the property and has not been assigned to any other party. The undersigned Claimant certifies release of interest in the property.

**2. Unconditional Waiver and Release of Contractor’s Lien after full payment**

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND 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 WAIVER AND RELEASE FORM.

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

**3. Conditional Waiver and Release of Contractor’s lien provided on a final payment notice.**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn: Maker of Check:\_\_\_\_\_ Amount of Check: $**[Enter Amount]** Check Payable to: [**Enter who is it payable to]**

4. **Unconditional Waiver and Release following a progress payment where work is still ongoing**

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND 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 WAIVER AND RELEASE FORM.

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

The claimant has received the following progress payment: $[**Enter Amount]**

This document does not affect any of the following: (1) Retentions. (2) Extras for which the claimant has not received payment. (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

5. **Conditional Release and Waiver where a progress progress payment is due**

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn: Maker of Check:\_\_\_\_\_\_ Amount of Check: $\_\_\_\_ Check Payable to:\_

This document does not affect any of the following: (1) Retentions. (2) Extras for which the claimant has not received payment.(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.  **[Delete the following if not applicable]** (4) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: **[Enter Date if applicable]** Amount(s) of unpaid progress payment(s): $[**Enter Amount]**

|  |  |
| --- | --- |
| **Exceptions** | **Disputed Claims** |
| **[Enter any exceptions]** | **[Enter Dollar Amount]** |

**Lienholder's Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARY USE ONLY -  A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

State of California

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the Instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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