

**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**  
(California Civil Code #3262 (d)(3))

Upon receipt by the undersigned of a check from Contractor Murphy

in the sum of \$25,000.00

payable to Favorite Customer and Professional Gates & Automation Inc.  
(Payee or Payees of Check)

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 mechanics' lien, stop notice, or bond right the undersigned has on the job of Owner Jones

located at Smith Residence

222 W. Main Corona, CA  
(Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on this 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.

Dated: 04/17/07 Professional Gates & Automation Inc.

By: \_\_\_\_\_  
office mgr

**NOTE: THIS FORM OF RELEASE COMPLIES WITH THE REQUIREMENTS OF CIVIL CODE #3262 (d)(3). IT IS NOT EFFECTIVE UNTIL THE CHECK THAT CONSTITUTES FINAL PAYMENT HAS BEEN PROPERLY ENDORSED AND HAS CLEARED THE BANK.**

**NOTE: CIVIL CODE 3262 (d)(3) PROVIDES:**

Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.