

**WAIVER AND RELEASE UPON FINAL PAYMENT  
(UTAH)**

**TYPE 3 FORM - (Pursuant to UCA §38-1-39(4)(c))**

Property Name: \_\_\_\_\_

Property Location: \_\_\_\_\_

Undersigned's Customer: \_\_\_\_\_

Invoice / Payment Application Number: \_\_\_\_\_

Payment Amount: \_\_\_\_\_

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 1, Mechanics' Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section **63G-6-505** 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.

\_\_\_\_\_  
\_\_\_\_\_  
(Type of Work, Materials and/or Equipment Furnished)

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Claimant's Phone Number)

## INSTRUCTIONS FOR USE

### Limited Use Agreement.

This Form is provided as a courtesy of Western States Lien Company. Users of this form are instructed to read it carefully and use it only for the State first listed in the title. Each State has different laws which apply to the use of construction forms and language which might be acceptable in one state may not necessarily be legally binding and valid for another state. Use of this form should not be construed as the providing of legal advice by Western States Lien Company or any of its attorneys. The use of this form does not constitute the formation of an attorney – client relationship between the user and Western States Lien Company makes no warranty or guarantee of any kind regarding the validity or enforceability of this Form for any legal purpose.

This form may be freely used by any licensed contractor, subcontractor, material supplier or project owner and its representatives so long as such use is without charge. Duplication or use of this form for any commercial purpose by any individual or party charging a fee for services is strictly prohibited. This form may not be re-produced in printed or electronic form if the user is intending to sell or otherwise charge a fee or in which the use would constitute a sale. In layman's terms – if you are a law firm, other service provider, or publisher that intends to charge your client or customer to use this form – don't.

### Instructions for Completing Form.

- Complete all sections of the form. Do not leave any lines blank.
- Staple true and complete copies of applicable billing statements, pay applications, rental agreements, or other specific invoices for which the document applies directly to the form.
- If specific invoices, change orders, or other contract modifications are within the date range listed for the release and they are not final or otherwise in dispute – specifically list them as exceptions and attach that page to this release.

### Practice Pointer.

**Claimant** -- The more specific and detailed you are in completing this form the better for all involved.

**Owner / General Contractor** – Call the Claimant BEFORE relying on the Release to ensure that it is a true and authorized instrument. Faxed copies of this form are acceptable if faxed from the Supplier or Subcontractor's business fax number.

**Restrictive Endorsements:** An al alternative to use of the Lien Waiver form, a A restrictive endorsement placed on a check to effectuate a waiver and release described in this Subsection (4) meets the requirements of this section if it is in substantially the following form:

“This check is a progress/ final payment for property described on this check sufficient for identification. Endorsement of this check is an acknowledgment by the endorser that the waiver and release to which the

payment applies is effective to the extent provided in Utah Code Ann. Subsection **38-1-39**(4)(b) or (c) respectively."