



CONDITIONAL PARTIAL RELEASE AND CERTIFICATION OF PROGRESS PAYMENT

This waiver and release, upon receipt of payment, is effective for all labor, materials, equipment, supplies, tools, and the like furnished by the undersigned or for the benefit of the undersigned prior to (date): _____. With the exception of any retainage earned but not paid, the undersigned will waive and release, upon receipt of payment, all rights and claims for money due and all claims under any mechanic's lien statute, claims under public work statutes (including the Miller Act), claims against bonds, and other rights afforded by law to protect unpaid contractors, subcontractors, laborers, and suppliers of materials, equipment, supplies, tools, and other items used in construction of the building or improvements at the following location:

GTC Job No.: _____

Name of Project & Address: _____

Check No.: TBD Date: TBD Amount: \$ _____

With the exception of any retainage earned but not paid, the undersigned, upon receipt of payment, will also waive and release all rights and claims against Golden Triangle Construction, Inc. (GTC), the Owner, any deed of trust holder, any bonding company, and any other party that has an interest in the property or project. The undersigned certifies and represents that all obligations owed to third parties through the date in the prior paragraph for labor, materials, equipment, supplies, tools, and the like furnished for or for the benefit of the undersigned in connection with the above-referenced project have been paid in full (or, if not previously paid in full, they are specifically itemized below and will be timely paid in full). **Warning: If you fail to timely pay any obligation owed to a third party, you are subject to criminal prosecution for committing a Class 1 Misdemeanor, for which you may be fined and incarcerated for 6 to 18 months.**

The undersigned, upon receipt of payment, agrees to indemnify and defend GTC, the Owner, any deed of trust holder, any bonding company, and any other beneficiary of this document for all claims, liens, and damages incurred (including attorney fees and costs) for any claimed breach by the undersigned, its suppliers, subcontractors, and agents of any covenant of this instrument. This release and the representations above are voluntarily made with the intent that GTC, the Owner, any deed of trust holder, any bonding company, and any other beneficiary of this document may rely on the language of this instrument.

*****This release contingent upon receipt and bank funding of above-described payment*****

YOUR COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

IDENTIFICATION OF ANY THIRD PARTIES NOT FULLY PAID: _____

Please sign and return to:

Golden Triangle Construction, Inc.
Email: billings@gtc1.net

CORPORATE OFFICE
8008 Raspberry Way
Frederick, CO 80504
303-772-4051

GOLDEN TRIANGLE CONSTRUCTION, INC.
www.gtc1.net

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