



**EXHIBIT B-1**

**SUBCONTRACTOR'S CONDITIONAL  
WAIVER AND RELEASE UPON PROGRESS PAYMENT**

(Cal. Civil Code § 8132)

NAME OF CLAIMANT:

NAME OF CUSTOMER: Reno Contracting, Inc.

JOB LOCATION: Powell Hotel (Job#14711)- One Front Street, Ste. 1100, San Francisco, CA 94111

OWNER: Host Hotels & Resorts c/o Jones Lang LaSalle

THROUGH DATE:

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 Reno Contracting, Inc.  
Amount of Check \$ \_\_\_\_\_

Check Payable to: \_\_\_\_\_

Exceptions: This document does not affect any of the following: (1) Retentions. (2) Extras for which the claimant has not received payment. (3) 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: \_\_\_\_\_ Amount(s) of unpaid progress payment(s) \$ \_\_\_\_\_ (4) 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.

**SUBCONTRACTOR:** \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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 \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
*Name(s) of Person(s)*  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) \_\_\_\_\_ Signature \_\_\_\_\_

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**



**EXHIBIT B-2**

**SUBCONTRACTOR’S UNCONDITIONAL  
WAIVER AND RELEASE UPON PROGRESS PAYMENT**

(Cal. Civil Code § 8134)

NAME OF CLAIMANT:

NAME OF CUSTOMER: Reno Contracting, Inc.

JOB LOCATION: Powell Hotel (Job#14711)- One Front Street, Ste. 1100, San Francisco, CA 94111

OWNER: Host Hotels & Resorts c/o Jones Lang LaSalle

THROUGH DATE:

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: \$\_\_\_\_\_.

Exceptions: 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.

**SUBCONTRACTOR:** \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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 _____	
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by _____ <i>Name(s) of Person(s)</i>	
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.	
(Seal)	Signature _____ <i>Notary Public</i>

**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.**





**EXHIBIT D-2**

**SUBCONTRACTOR'S UNCONDITIONAL  
WAIVER AND RELEASE UPON FINAL PAYMENT**

(Cal. Civil Code § 8138)

NAME OF CLAIMANT:

NAME OF CUSTOMER: Reno Contracting, Inc.

JOB LOCATION: Powell Hotel (Job#14711)- One Front Street, Ste. 1100, San Francisco, CA 94111

OWNER: Host Hotels & Resorts c/o Jones Lang LaSalle

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.

Exceptions: This document does not affect the following:  
Disputed claims for extras in the amount of:  
\$ \_\_\_\_\_.

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 \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_  
Name(s) of Person(s)

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

(Seal)

Signature \_\_\_\_\_  
Notary Public

**SUBCONTRACTOR:** \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**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.**