



EXHIBIT E

**UTAH CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

PO Box 1977
Cedar City, UT 84721
Phone: 435-586-0843
Fax: 435-586-4968

Property Name: _____
Property Location: _____
General Contractor: Velocity Construction, Inc. _____
Undersigned's Customer (Subcontractor): _____
Invoice/Payment App. No: _____
Payment Amount: _____
Work Period (dates of work): _____

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 63-56-504 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 a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the General Contractor or Subcontractor which are the subject of the Invoice or Payment Application, but only to the extent of the above referenced Payment Amount and Payment Period.

As of the date below, the total balance due and owing on this Property, including the Payment referenced above, is \$ _____ and such is payment in full, no other work, materials, or equipment having been provided, for which payment is required. The undersigned warrants that the undersigned has already paid or will use the money the undersigned receives from this progress 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.

By Executing this Utah Conditional Waiver and Release, the Undersigned hereby warrants the truth and accuracy of the above information, and agrees that Customer and Owner may rely upon and recover costs and attorney fees if it is necessary to enforce the same.

Dated this ____ day of _____, 20__

Supplier/Subcontractor: _____

Signature: _____

Print Name: _____

Its: _____

Address: _____
City, State Zip: _____
Phone: _____
Fax: _____
Email: _____