FREE LIEN WAIVER FORMS

# Lien waiver forms for South Dakota projects

SubLien general template (South Dakota prescribes no statutory form)

South Dakota's statutes print no lien waiver form to follow, so this file contains SubLien's own general lien waiver template, the forms SubLien prepares for South Dakota projects, with every blank left blank. Other South Dakota rules can still limit what a waiver may say.

### Forms in this file

Conditional Partial: CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT p. 2
Unconditional Partial: UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT p. 3
Conditional Final: CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT p. 4
Unconditional Final: UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT p. 5

### Before you use a form

Have your legal counsel review these forms before you use them. SubLien doesn't give legal advice, these forms are not a substitute for the advice of an attorney, and which form fits your transaction is your decision. Fill in every blank for the actual project and payment. This file is provided free and as is, without warranty of any kind, including that it is current, complete or suitable for your project. To the fullest extent permitted by law, Sublien LLC is not liable for any use of this file or the forms in it. Use is subject to sublien.com/terms.

### Send it for e-signature and track it in SubLien

SubLien fills known project fields into this template, emails the subcontractor a secure signing link, and follows up until the signed waiver returns or the reminder schedule ends. See it at sublien.com/demo.

Prepared 2026-10-06 from SubLien template publication bundle-2026-10-04-1. Background and citations: sublien.com/lien-waiver-requirements/south-dakota.

Sample form — not legal advice and not a substitute for the advice of an attorney. Have your legal counsel review this form before you use it.
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# CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

State of South Dakota

**Project:** _____

**Property:** _____

**Claimant/Subcontractor:** _____

**General Contractor:** _____

**Payer:** _____

**Through Date:** _____

**Amount:** $_____

Upon the claimant's actual receipt from _____ of $_____, payable to the claimant, in good and sufficient funds, this document becomes effective to waive and release lien rights against the above-described private property only to the extent of that payment and only for labor, services, equipment, or materials actually furnished through the earlier of _____ and the date this document is signed, except as stated under "Exceptions" below.

Until the claimant actually receives that payment in good and sufficient funds, this waiver and release has no effect.

This waiver and release does not cover retainage; labor, services, equipment, or materials furnished after the date stated above; pending or unapproved change orders; or any additional item stated under "Exceptions" below.

Scope notice: This payment-stage document releases only the private-property lien rights described above. It does not release a payment-bond claim, public-fund claim, contract debt, or other payment-security right, and it is not a satisfaction or cancellation of a lien already recorded or filed. Use the separate public-work, bond, or recorded-lien process when one applies.

Exceptions (if any): _____

Signature: _____ Date: _____

Printed Name of Authorized Signer: _____

Title: _____

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# UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

State of South Dakota

**Project:** _____

**Property:** _____

**Claimant/Subcontractor:** _____

**General Contractor:** _____

**Through Date:** _____

**Amount:** $_____

**NOTICE: THIS IS AN UNCONDITIONAL LIEN WAIVER. DO NOT SIGN IF ANY AMOUNT OR RIGHT COVERED BY THIS WAIVER SHOULD REMAIN OUTSTANDING.**

By signing, the undersigned unconditionally waives and releases lien rights against the above-described private property only to the extent of $_____ and only for labor, services, equipment, or materials actually furnished through the earlier of _____ and the date this document is signed, except as stated under "Exceptions" below.

This waiver and release does not cover retainage; labor, services, equipment, or materials furnished after the date stated above; pending or unapproved change orders; or any additional item stated under "Exceptions" below.

Scope notice: This payment-stage document releases only the private-property lien rights described above. It does not release a payment-bond claim, public-fund claim, contract debt, or other payment-security right, and it is not a satisfaction or cancellation of a lien already recorded or filed. Use the separate public-work, bond, or recorded-lien process when one applies.

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# CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

State of South Dakota

**Project:** _____

**Property:** _____

**Claimant/Subcontractor:** _____

**General Contractor:** _____

**Payer:** _____

**Amount:** $_____

In consideration of the final payment identified above and all prior payments actually received, upon the claimant's actual receipt from _____ of that final payment of $_____, payable to the claimant, in good and sufficient funds, this document becomes effective to waive and release all lien rights against the above-described private property for all labor, services, equipment, or materials actually furnished on this project on or before the date this document is signed and paid by those payments, except as stated under "Exceptions" below.

Until the claimant actually receives that final payment in good and sufficient funds, this waiver and release has no effect.

Scope notice: This payment-stage document releases only the private-property lien rights described above. It does not release a payment-bond claim, public-fund claim, contract debt, or other payment-security right, and it is not a satisfaction or cancellation of a lien already recorded or filed. Use the separate public-work, bond, or recorded-lien process when one applies.

Exceptions (if any): _____

Signature: _____ Date: _____

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Title: _____

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# UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

State of South Dakota

**Project:** _____

**Property:** _____

**Claimant/Subcontractor:** _____

**General Contractor:** _____

**Amount:** $_____

**NOTICE: THIS IS AN UNCONDITIONAL LIEN WAIVER. DO NOT SIGN IF ANY AMOUNT OR RIGHT COVERED BY THIS WAIVER SHOULD REMAIN OUTSTANDING.**

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