

JOINT CHECK AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 20____, by and between ("SUPPLIER") corporation with its principal office at _____

PRINCIPAL CONTRACTOR: _____
AND
SUB CONTRACTOR: _____

WITNESSETH:

WHEREAS, SUB CONTRACTOR has agreed by Subcontract dated: _____

To do certain work for PRINCIPAL CONTRACTOR on the project: _____

LOCATED IN Project City: _____ Project State: _____

WHEREAS, both PRINCIPAL CONTRACTOR and SUB CONTRACTOR desire products sold by supplier and labor provided, if any, be used on the job:

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter contained, and intending to be legally bound hereby, the parties covenant and agree as follows:

1. SUPPLIER will furnish products to be used and labor provided, if any, in the work under the above-mentioned Subcontract as ordered by the SUB CONTRACTOR and will extend credit to Sub Contractor for the purchase of such products.
2. PRINCIPAL CONTRACTOR shall pay SUPPLIER for products provided pursuant to the Sub Contract. Until such time as SUB CONTRACTOR'S indebtedness to SUPPLIER for products furnished on the project is paid in full, PRINCIPAL CONTRACTOR shall issue checks jointly payable to SUB CONTRACTOR and SUPPLIER. Each joint check shall be in an amount at least equal to the products and labor, if any, provided by SUPPLIER on the project. Each joint check shall be first endorsed by SUB CONTRACTOR and shall be promptly forwarded to SUPPLIER. Should the joint check exceed the amount due to SUPPLIER through SUB CONTRACTOR'S last draw date, SUPPLIER shall promptly forward such excess to SUB CONTRACTOR.
3. In the event of a default by PRINCIPAL CONTRACTOR or SUB CONTRACTOR on the above mentioned Subcontract, the Agreement will in no way be construed as relieving, PRINCIPAL CONTRACTOR of indebtedness for products furnished, hereunder by SUPPLIER.
4. Should payment not be received pursuant to the terms of the Agreement, SUPPLIER shall be relieved of its obligation to continue to provide materials and labor, if any, and shall not be in default of this agreement with SUB CONTRACTOR or this Agreement.
5. In the event collection activities or legal proceedings are instituted to enforce this Agreement, PRINCIPAL CONTRACTOR and/or SUB CONTRACTOR shall pay to SUPPLIER, in addition to the amount due hereunder, all costs and expenses of such collection activities or legal proceedings, including reasonable attorney's fees.
6. This Agreement is binding upon and shall inure to the benefit of the successors and assigns all parties. This Agreement shall be governed by the laws of the State of (where the project is located). This Agreement embodies the entire agreement of the parties with regard to the subject matter hereof and supersedes any prior communications.

WITNESS, or ATTEST the due execution hereof on the day and year first above written.

Whether Affixing Electronic or Written Signatures below individuals are attesting to the validity of the signatures of Principal Contractor, Sub Contractor and Supplier;

Whether Affixing Electronic Signatures of Written Signatures below individuals hereby represent that they are authorized to enter into this agreement and bind the companies they represent to enforce this contract under all applicable laws in all applicable jurisdictions:

Attest: _____ Principal Contractor: _____ Print Name: _____

Attest: _____ Sub Contractor: _____ Print Name: _____

Attest: _____ Supplier: _____ Print Name: _____