

### XYZ Contractors

*"When you need it done right!"*

4444 Fifth St., Suite 666

Lancaster, CA 93535

Phone (661) xxx-xxxx

Cell (661) xxx-xxxx

Ca. Contr. Lic. #000000

### JOINT CONTROL ADDENDUM

#### Addendum to Control Agreement/Escrow Instructions

This addendum is hereby incorporated into and becomes a part of the Control Agreement attached hereto dated \_\_\_\_\_.

1. Should any of the terms or provisions of the contract between Owner and Contractor or of the contract into which this Addendum is incorporated conflict with any of the terms or provisions of this Addendum, then the terms of this Addendum shall prevail.
2. Control agrees to control and disburse funds in the following manner:
  - a. Supplier or sub-contractor submits to contractor duplicate copies of invoices requesting payment.
  - b. If payment is justified, based on work completed, Control accepts disbursement order or voucher in favor of payee for net amount.
  - c. After signing by the contractor and the payee concerned, order for payment together with copies of invoices, unconditional lien releases and/or other substantiating data is delivered or mailed to the Control for payment.
3. Prior to issuing payment, Control agrees to verify:
  - a. That all vouchers have authorized signatures.
  - b. That adequate unconditional lien releases have been submitted in writing.
  - c. That sufficient funds are on hand to pay the specific invoice(s) submitted.
4. Prior to issuing final payment, Control agrees to verify that project has passed final inspection by local building authorities, unless the scope of the contracted project does not require a final inspection.
5. After verification of the above, checks shall be made out payable to the supplier or subcontractor, or to the prime contractor and supplier or subcontractor, jointly.
6. Control agrees that in no event shall it disburse payments in excess of 100 percent of the value of the work performed on the project at any time, excluding finance charges.
7. The funds from this account shall be used only for the project described in the contract. Control warrants that work and material paid for by Control has been provided.

**Joint Control Addendum**  
**This is form JCA**  
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8. If this agreement is terminated for any reason prior to disbursement of all moneys payable under the contract between Owner and Contractor, all subsequent disbursements to Contractor shall conform to the requirements of Section 7159 of the Business and Professions Code.

**NOTE: Section 7159 of the Business and Professions Code requires that all change orders be in writing and signed by all parties.**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTROL \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

OWNER \_\_\_\_\_

OWNER \_\_\_\_\_

**This is Form JCA  
Joint Control Addendum**