



1525 Cottage Grove Avenue  
Benicia, CA 94510  
800.820.5656  
actforms@sbcglobal.net  
CA License No. 999999  
(B) General Building

### **JOINT CONTROL ADDENDUM** **Addendum to Control Agreement/Escrow**

This addendum is hereby incorporated into and becomes a part of the contract dated June 7, 2008.

1. Should any of the terms or provisions of the contract be incorporated into which this Addendum is incorporated conflict with any other, then the terms of this Addendum shall prevail.
2. Control agrees to control and disburse funds in the following:
  - a. Supplier or sub-contractor submits to contractor duplicate vouchers for payment.
  - b. If payment is justified, based on work completed, Control shall issue payment in favor of payee for net amount.
  - c. After signing by the contractor and the payer of the vouchers, Control shall issue invoices, unconditional lien releases and/or checks 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 obtained.
  - c. That sufficient funds are on hand to pay the specific invoice.
4. Prior to issuing final payment, Control agrees to verify that project has been approved by building authorities, unless the scope of the contracted project does not require such approval.
5. After verification of the above, checks shall be made out payable to the prime contractor and supplier or subcontractor, jointly.
6. Control agrees that in no event shall it disburse payments in excess of the amount of work performed on the project at any time, excluding finance charges.
7. The funds from this account shall be used only for the project on which the work and material paid for by Control has been provided.



**THIS IS FORM JCA  
JOINT CONTROL ADDENDUM**

**THIS IS ONE OF THE FORMS  
INCLUDED IN THE FULL VERSION OF  
ACT CONTRACTORS FORMS ON DISK  
FOR CALIFORNIA  
GENERAL CONTRACTORS  
SOFTWARE**

**1.800.820.5656**

**(CONTINUED ON THE REVERSE SIDE)**

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 30th day of September, 2008.

CONTROL \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

OWNER \_\_\_\_\_

OWNER \_\_\_\_\_