

# Joint Check Agreement

The Parties To This Agreement Are:

This Agreement Relates to the following Project(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Prime / Owner  
**Party A - The Paying Party**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Prime / Subcontractor  
**Party B**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Supplier / Subcontractor  
**Party C**

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The Parties to this agreement are above-provided and are labeled as Party A, Party B and Party C.

Provided that this agreement is executed by all parties hereto, Party C and Party B have a contractual agreement whereby Party C will supply materials and/or labor to Party B at or for the above-identified Project(s). Party B has requested Party C to extend credit for these purposes. In consideration of the benefit to the above Party A and Party B by Party C furnishing its materials and/or labor to the above-referenced Project(s), Party A and Party B hereby agree and guarantee that Party C's invoices for the above-referenced Project(s) shall be paid in accordance with this Agreement by joint check to be sent directly to Party C at its above listed address.

Party B agrees that such joint check payment shall be applied against Party B's contract price with Party A. Party A and Party B agree that Party C's invoices shall be paid out of the first monies Party B is entitled to out of any of Party B's payments as to which Party C's invoices are a component part and out of any other of Party B's furnishings to Party A on the above-listed Project(s) or any other project to the extent that any of the monies owed to Party C on the above-listed Project(s) are overdue. As an inducement to Party C's continued supplying to Party B with materials and/or labor for the above-listed

Project(s), Party A herein agrees that if, at any time, there is insufficient monies left in Party B's account to honor Party C's invoices as submitted, Party A will so notify Party C in writing of such fact within ten (10) days of becoming reasonably aware of the same. Party C will rely on the absence of any such notification(s) as evidence that there are sufficient monies in Subcontractor's account for the above-listed Project(s) to honor Party C's past and future invoices.

Party B has an affirmative duty to endorse any joint checks in favor of Party C paid under this Agreement upon receipt or presentation, as the case may be. Further, Parties A and B are prohibited from revoking this Joint Check Agreement without the written consent of Party C. Party B's inclusion on any joint checks written in accordance with this Agreement is merely placing Party B in a position of holding the joint check in trust for the benefit of Party C, and Party B is a mere conduit for the payment due to Party C.

Nothing contained herein shall be construed to make Party C a party to, or in any way responsible for, any performance by either Party A or Party B that may be required under the terms of the contract between Party A and Party B, nor shall anything herein contained be construed to obligate Party C to extend future credit or furnish any materials and/or labor to any project whatsoever. Further, nothing herein contained shall be deemed to be a waiver of any rights of Party C to avail itself of any right or remedies that may be afforded to Party C under the provisions of the Uniform Commercial Code or mechanics lien laws, or the waiver of any rights whatsoever, this Agreement being in addition to any other legal rights available to Party C.

In the event of a default in payment of any amounts called for under this Agreement, Party A and Party B agree jointly and severally to pay Party C reasonable attorney's fees and costs incurred by Party C in the enforcement of this Agreement. Party A and Party B acknowledge that this Agreement is entered into for valuable consideration and that each is specifically benefited by Party C's furnishing of materials and/or labor to the above-listed Project(s). Further, the Parties agree that this agreement shall be deemed effective when signed by all three parties hereto, and shall be binding upon the parties hereto, on any related companies to the parties hereto, and on each's successors and assigns. This Agreement may be executed in counterparts, and any provision or terminology deemed invalid is separable from the whole.

<p>Signed: _____</p> <p>Party A By: _____ Title: _____ Date: ___/___/_____</p>	<p>Signed: _____</p> <p>Party B By: _____ Title: _____ Date: ___/___/_____</p>	<p>Signed: _____</p> <p>Party C By: _____ Title: _____ Date: ___/___/_____</p>
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