



## JOINT CHECK PAYMENT AGREEMENT

*Updated: 10/04*

WHEREAS, Ewing Construction Co., Inc. (hereinafter referred to as "CONTRACTOR") has been awarded a contract for the construction of the \_\_\_\_\_ hereinafter referred to as "PROJECT"); and WHEREAS, CONTRACTOR has entered in a subcontract agreement with \_\_\_\_\_ (hereinafter referred to as "SUBCONTRACTOR") for the \_\_\_\_\_ work on the PROJECT; and WHEREAS, \_\_\_\_\_ (hereinafter referred to as "SUPPLIER") has entered into an agreement with SUBCONTRACTOR for the supply of certain material described as \_\_\_\_\_

\_\_\_\_\_ to the PROJECT and WHEREAS, CONTRACTOR, SUBCONTRACTOR and SUPPLIER desire to enter into an agreement for payments to be made jointly to the SUBCONTRACTOR and SUPPLIER for the above described materials for the mutual benefit of all parties;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this arrangement the parties hereby agree to as follows:

- 1) SUPPLIER agrees that SUBCONTRACTOR'S purchases will not exceed \_\_\_\_\_ for all materials ordered by the SUBCONTRACTOR from the SUPPLIER for the PROJECT.
- 2) Each month the SUBCONTRACTOR shall submit to the CONTRACTOR, a payment requisition and all affiliated invoices for material provided by the SUPPLIER for said PROJECT. (For purposes of this document a month is to be considered the 25<sup>th</sup> of one month to the 25th of the following month.)
- 3) Payment by the CONTRACTOR shall be made jointly to the SUBCONTRACTOR and SUPPLIER by means of a negotiable check. Payment will be made for the invoiced amount for each particular month, as approved by the General Contractor.
- 4) This agreement neither expresses nor implies a guarantee of payment by CONTRACTOR to the SUBCONTRACTOR and SUPPLIER. This agreement stipulates only the method of payment from the CONTRACTOR to the SUBCONTRACTOR and SUPPLIER.
- 5) CONTRACTOR'S obligation for payment extends only to materials delivered to and incorporated in said PROJECT.

- 6) At the time of final payment to the SUPPLIER for materials on said PROJECT, SUPPLIER shall provide CONTRACTOR with full and complete waiver of claims and/or liens against the
- 7) PROJECT and all other assets of the CONTRACTOR. Upon waiver of claims and/or liens, all obligations pursuant to this agreement will be satisfied in full, and this agreement shall no longer be in force.

This agreement is binding upon the undersigned, their successors and assigns EXCEPT ON AN INTERNAL REVENUE SERVICE LEVY OR GARNISHMENT.

All notices required by or pursuant to this agreement shall be delivered by hand or by U.S. Mail to the following addresses:

FOR THE CONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE SUBCONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE SUPPLIER: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This constitutes the full extent of our agreement related to joint check payments on the PROJECT, and cannot be modified verbally.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by their authorized representative on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ .

EWING CONSTRUCTION CO., INC.

By: \_\_\_\_\_

Witness: \_\_\_\_\_  
 \_\_\_\_\_

Its: \_\_\_\_\_

SUBCONTRACTOR

By: \_\_\_\_\_

Witness: \_\_\_\_\_  
 \_\_\_\_\_

Its: \_\_\_\_\_

SUPPLIER

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Its: \_\_\_\_\_