



MINIMUM REQUIREMENTS FOR JOINT CHECK AGREEMENTS

Updated 10/04

1. Must have a signature line for all three parties (i.e. General Contractor, Subcontractor and Supplier).
2. Agreements must have a set amount or limit that the subcontractor expects to purchase from the supplier stipulated in the joint check agreement, this may be adjusted at the completion of the project.
3. Must have a clause concerning the Internal Revenue Service. Something to the effect of “This agreement is binding upon the undersigned, their successors and assigns EXCEPT UPON AN INTERNAL REVENUE SERVICE LEVY OR GARNISHMENT”.
4. Needs to reference the Project by name.
5. Needs to contain a description of the material being purchased from the supplier.
6. Cannot have a payment plan or date of payment specified that is different from our contract payment dated with the subcontractor.
7. Must have a clause/paragraph agreeing to furnish Ewing Construction Co., Inc. with a properly executed original release of lien before/on receipt of payment and must furnish Ewing Construction Co., Inc. with copies of supplier’s invoices.
8. We always sign the joint check agreements LAST. Everyone else needs to sign them before us and we need to verify that all of the above items are contained in them before we execute the joint check agreements.
9. Ewing Construction Co., Inc. must have a letter from the subcontractor authorizing us to make joint checks to their stipulated suppliers.