



JOINT CHECK AGREEMENT

PROJECT:

CONTRACTOR: D.L. BANDY CONSTRUCTORS, INC.
P.O. Box 1529
SAN MARCOS, TEXAS 78667
PHONE NUMBER (512) 754-6661

DATE:
Subcontract No.
COST CODE
MAXIMUM AMOUNT TO BE PAID UNDER THIS AGREEMENT

Subcontractor:
PHONE NUMBER:

SUPPLIER:
PHONE NUMBER:

THIS AGREEMENT, MADE AS OF THE DATE SHOWN ABOVE, IS AMONG THE CONTRACTOR, SUBCONTRACTOR AND SUPPLIER.

- 1. JOINT CHECKS. AS PART OF SUBCONTRACTOR'S PERFORMANCE OF THE SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR, SUBCONTRACTOR HAS ORDERED OR WILL ORDER LABOR, MATERIALS AND/OR EQUIPMENT FROM SUPPLIER. SUBCONTRACTOR HEREWITH REQUESTS, AND CONTRACTOR HEREWITH AGREES, THAT CONTRACTOR PAY FOR SUCH LABOR, MATERIALS AND/OR EQUIPMENT BY JOINT CHECK PAYABLE JOINTLY TO SUBCONTRACTOR AND TO SUPPLIER, TO THE EXTENT SUCH PAYMENT IS OWED TO SUBCONTRACTOR UNDER THE TERMS OF THE SUBCONTRACT, AND SUBJECT TO THE TERMS OF THIS AGREEMENT. SUBCONTRACTOR HEREWITH ACKNOWLEDGES AND AGREES THAT ALL PAYMENTS MADE JOINTLY UNDER THIS AGREEMENT ARE PAYMENTS TO THE SUBCONTRACTOR AND WILL BE CHARGED AS PAYMENTS AGAINST THE SUBCONTRACT.
2. APPLICABILITY. THIS AGREEMENT APPLIES ONLY TO LABOR, MATERIALS AND/OR EQUIPMENT SUPPLIED BY SUPPLIER TO SUBCONTRACTOR ON THE ABOVE REFERENCED PROJECT.
3. INVOICES. SUPPLIER HEREWITH AGREES THAT SUPPLIER SHALL SUBMIT INVOICES, BILLS OF LADING OR OTHER REQUESTS FOR PAYMENT DIRECTLY TO CONTRACTOR AT THE ADDRESS SHOWN ABOVE, WITH A COPY TO SUBCONTRACTOR. ALL SUCH REQUESTS FOR PAYMENT SHALL REFER TO THE ABOVE REFERENCED PROJECT. CONTRACTOR SHALL PAY THE REQUESTED AMOUNT BY JOINT CHECK IN ACCORDANCE WITH THE TERMS OF THE SUBCONTRACT.
4. SUBCONTRACTOR. SUBCONTRACTOR AGREES TO ENDORSE ALL JOINT CHECKS IMMEDIATELY UPON RECEIPT AND TO FORWARD THE JOINT CHECK TO SUPPLIER. CONTRACTOR, AT IT'S OPTION, MAY OBTAIN SUBCONTRACTOR'S ENDORSEMENT AND DELIVER JOINT CHECKS DIRECTLY TO SUPPLIER. IF AT ANY TIME SUBCONTRACTOR REFUSES TO ENDORSE ANY JOINT CHECK PAYABLE JOINTLY TO SUPPLIER, CONTRACTOR, AT IT'S OPTION, MAY PAY THE SUPPLIER DIRECTLY AND CHARGE THE AMOUNT THEREOF AGAINST THE SUBCONTRACT. ALL AMOUNTS ULTIMATELY PAYABLE TO SUPPLIER, EITHER BY JOINT CHECK OR DIRECT PAYMENT, SHALL NOT BE CONSIDERED AS "ACCOUNTS RECEIVABLE" TO SUBCONTRACTOR WITH RESPECT TO ANY PRESENT OR FUTURE ASSIGNMENT OF SUBCONTRACTOR'S RECEIVABLES.
5. SUPPLIER. SUPPLIER AGREES TO COOPERATE WITH CONTRACTOR IN ALL MATTERS RELATING TO INVOICES, ACCOUNT BALANCES, PROOF OF DELIVERY, OR ANY OTHER MATTER RELATING TO PAYMENTS REQUESTED UNDER THIS AGREEMENT. SUPPLIER AGREES TO PROVIDE A LIEN RELEASE FOR THE AMOUNT OF THE JOINT CHECK IMMEDIATELY UPON RECEIPT. SUPPLIER AGREES THAT ANY SUCH PAYMENT SHALL BE CREDITED TO THE LABOR, MATERIALS AND/OR EQUIPMENT SUPPLIED TO THE ABOVE REFERENCED PROJECT, REGARDLESS OF ANY OTHER AMOUNTS SUBCONTRACTOR MAY OWE SUPPLIER ON OTHER PROJECTS.
6. SUBCONTRACT. NOTHING HEREIN SHALL AMEND THE TERMS AND CONDITIONS OF THE SUBCONTRACT, INCLUDING WITHOUT LIMITATION, THE RIGHT OF CONTRACTOR TO REJECT NON-CONFORMING WORK. NOTHING HEREIN SHALL CONSTITUTE A GUARANTEE OF SUBCONTRACTOR'S OBLIGATIONS TO SUPPLIER, IT BEING UNDERSTOOD THAT CONTRACTOR'S ONLY OBLIGATION HEREUNDER IS TO PAY AMOUNTS DUE FROM SUBCONTRACTOR TO SUPPLIER BY JOINT CHECK TO THE EXTENT THAT SUCH AMOUNTS ARE DUE FROM CONTRACTOR TO SUBCONTRACTOR.
7. TERMINATION. THIS AGREEMENT SHALL TERMINATE WITHOUT NOTICE TO OR ACT OF ANY PARTY HERETO UPON COMPLETION OF SUBCONTRACTOR'S WORK UNDER THE SUBCONTRACT OR TERMINATION OF THE SUBCONTRACT. CONTRACTOR MAY EARLIER TERMINATE THIS AGREEMENT AT ANY TIME UPON FIVE (5) DAYS WRITTEN NOTICE TO SUBCONTRACTOR AND SUPPLIER.
8. DISPUTES. ANY DISPUTES ARISING HEREUNDER SHALL BE RESOLVED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SUBCONTRACT. THE LAWS OF THE STATE GOVERNING THE SUBCONTRACT SHALL GOVERN THIS AGREEMENT.

D.L. BANDY CONSTRUCTORS, INC.
CONTRACTOR

BY _____

TITLE _____

DATE _____

SUBCONTRACTOR

BY _____

TITLE _____

DATE _____

SUPPLIER

BY _____

TITLE _____

DATE _____