

**JOINT CHECK AGREEMENT AND ASSIGNMENT**

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

JOB #: \_\_\_\_\_

SUBCONTRACT #: \_\_\_\_\_

This agreement is entered into by the following parties:

General Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supplier/Sub-Tier \_\_\_\_\_  
Subcontractor ⊕ (“Supplier”) \_\_\_\_\_  
\_\_\_\_\_

Mid State Supply

P.O. Box 5525

Alexandria, LA 71307-5525

The above named General Contractor agrees to issue joint checks for payment of sums due on the above referenced project as an accommodation to the supplier of the Subcontractor. In consideration of this accommodation, the Supplier, by its endorsement or negotiation of any such check, expressly waives any and all rights and claims which it may have against the General Contractor, and the owner of the improved property (including any lien rights) in connection with any materials supplies or labor furnished through the date of the Subcontractor’s Application for Payment for which any such joint check is given. Supplier hereby warrants to the General Contractor that it has paid, or will pay, all applicable sales and other taxes due on the materials and/or labor for the amounts invoiced.

Joint checks issues in accordance with the terms of this agreement will be for amounts due and owing for supplies and services delivered to and incorporated in the above project and agree to use proceeds solely for that purpose.

At the end of each month, but not later than the 10<sup>th</sup> of the following month, the Supplier shall mail or transmit via facsimile a statement of account or other evidence of amount(s) owed by Subcontractor on this project to the following: \_\_\_\_\_.

Unless otherwise agreed to in writing by the parties, all checks will be mailed to the Subcontractor for payments under this agreement.

Subcontract hereby unconditionally assigns Supplier an amount of funds, the maximum amount of which is the materials portion of the Subcontract arising from the Subcontractor’s performance on the project to pay Supplier for materials/services provided, payable in periodic amounts based on amounts furnished by Supplier as set forth above. Contractor is authorized to make payment directly to Supplier without making Subcontractor as joint payee if Contractor, in its sole discretion, determines that circumstances warrant.

The named payees agree to notify the General Contractor immediately if they disagree as to the amount of any check issued in order that a stop payment order may be issued for the joint check.

With the respect to the Supplier's of the Subcontractor, General Contractor is assuring joint payment of only their portion of the progress payment and neither a direct payment obligation nor a guaranty of payment beyond the material portion of the Subcontract is hereby being created. This agreement maybe executed in counterpart and the General Contractor is further directed to recognize and honor facsimile signatures of the parties.

**This agreement shall be limited to the total aggregate of \$ \_\_\_\_\_ (material portion of the Subcontract). If no amount is shown, all checks, until further notified, shall be made joint payable. If Supplier/Sub-tier Subcontractor receives the full amount set forth above, it expressly waives any and all rights and claims, including lien rights, it may have against the General Contractor, and the Owner of the property.**

\_\_\_\_\_  
General Contractor

Witness:

\_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Subcontractor

Witness:

\_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Mid State Supply  
Supplier

Witness:

\_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_