

# JOINT CHECK AGREEMENT

THIS AGREEMENT, made by and between \_\_\_\_\_ (*owner or general contractor*) \_\_\_\_\_  
hereinafter referred to as Party A, \_\_\_\_\_ (*contractor or subcontractor*) \_\_\_\_\_  
Hereinafter referred to as Party B; and \_\_\_\_\_ (*subcontractor or supplier*) \_\_\_\_\_

WHEREAS, Party A and Party B have entered into a contract for the construction of improvements upon this project.

Known as \_\_\_\_\_ (*job name*) \_\_\_\_\_ located at \_\_\_\_\_ (*address*) \_\_\_\_\_ and

WHEREAS, Party B is requesting Party C to furnish for said project, labor and/or materials, hereinafter referred to as WORK.

NOW THEREFORE, in consideration of Party C furnishing work for said project, and other valuable consideration. Party A and Party B jointly and severally agree that payment to Party C for said work shall be made within \_\_\_\_\_ days of invoice. Party A agrees to make payment for said work by issuance of a check made payable jointly to Party C and Party B. Party B agrees that such a joint check payment shall be applied against Party B's contract price with Party A. Payment of the aforesaid amount shall be due at Party C's place of business. from Party A to Party B at the time payment for the aforesaid work is due to Party C, party A

In the event Party A and Party B are for any reason in disagreement as to monies due agrees to make full payment to Party C directly, in lieu of issuing a joint check, and Party B agrees that said monies so paid by Party A to Party C shall be applied against Party B's contract price with Party A.

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 supply additional request for work/ 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 any other rights or remedies provided by the Laws of the State of Florida.

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 enforcement of this agreement.

This agreement is to be construed in accordance with the Laws of the State of Florida.

Party C agrees to provide Lien Releases equivalent to the portion of the monies received by way of joint check or direct payment from Party A and/or Party B, for work so furnished.

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Party A

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Party B

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Party C