

JOINT CHECK AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 200__

Between _____

(hereinafter referred to as Subcontractor),

(hereinafter referred to as Prime Contractor)

and Cook Drywall and Acoustical Supply, Inc., (hereinafter referred to as Material Supplier.).

WITNESSETH

1.) The aforesaid parties agree that invoices hereafter submitted by Material Supplier to Subcontractor covering materials purchased for use on the project known as:

(hereinafter referred to as the Project)

shall be paid within Material Supplier's standard payment terms by a negotiable check drawn by the Prime Contractor in the exact total of such unpaid invoice and made payable jointly to Subcontractor and Material Supplier. All joint checks shall be delivered to Material Supplier and upon presentment, Subcontractor will endorse said checks and return them to Material Supplier.

2.) The sole purpose of this Joint Check Agreement is to provide for payment of invoices submitted by Material Supplier on its sales of materials to Subcontractor for use on the Project. This Agreement does not constitute an assignment of funds, and, except to the extent of payments actually received, the execution of this Agreement and the taking of such joint check shall not affect nor otherwise impair any bond, lien or other creditor rights and remedies which Material Supplier now has or may hereafter have arising from its sales to Subcontractor of materials for the Project.

IN WITNESS WHEREOF, the parties hereto have executed this
AGREEMENT this _____ day of _____, 200__

Prime Contractor

Subcontractor

By

By

Name

Name

Title

Title

Cook Drywall and Acoustical Supply, Inc.
Material Supplier

By

Name

Title