

Joint Check Agreement

Project: _____ **Project Address:** _____

This Agreement entered into effective upon the last signature by and among _____ ("Payor"), _____ ("Roofing Contractor") and Dimensional Metals, Inc. ("Vendor").

Payor and Roofing Contractor have entered into an agreement under which Roofing Contractor is furnishing labor and/or materials to the Project. Vendor has agreed to supply materials and or services to Roofing Contractor for use in the Project if Payor will make payment for said labor and/or services by joint check to Vendor. This agreement will assist Vendor in fulfilling the requirements of Roofing Contractor under its contract for the Project and is for the mutual protection of each party. In consideration thereof and the benefit to the Project by the delivery by Vendor of labor and/or materials and to assure Vendor of prompt and full payment, it is agreed as follows:

- 1. Payor will issue a joint check payable to Vendor and Roofing Contractor for the amount of materials/services delivered by Vendor for incorporation into the Project.*
- 2. Payor agrees to issue joint check(s) in an amount not to exceed \$ _____.*
- 3. The sole purpose of this Joint Check Agreement is to provide for payment of invoices submitted by Vendor on its sales of materials to Roofing Contractor 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 Joint Check Agreement and the taking of such joint checks shall not affect nor otherwise impair any bond, lien or other creditor rights and remedies which Vendor now has or may hereafter have arising from its sales to Roofing Contractor for material/services for the Project.*
- 4. It is understood that this is a continuing agreement applicable to the original purchase order and Vendor's invoice(s) and to any subsequent Vendor billing related to this Project.*
- 5. Should Roofing Contractor refuse to endorse any joint check tendered by Payor within five days of receipt, then upon demand by Vendor, Payor agrees to issue a single party check payable to Vendor for the amount shown upon the unpaid invoice(s) relating to the materials furnished to and used by Roofing Contractor at the Project.*
- 6. Vendor will, upon demand, execute a waiver, release and discharge of any right of lien against the Project for all amounts for which progress payments are made, together with the aggregate of any previous payments made. Upon final payment, Vendor will, upon demand, execute a final waiver and/or release of all lien rights against the Project.*

Notwithstanding any additional contract terms that may now or hereafter exist between Roofing Contractor and Payor, this agreement may not be altered or modified without the written consent of Vendor by its authorized officer.

Roofing Contractor (Purchaser)

By Officer _____
Print Name _____
Title _____
Date _____

Payor (General Contractor)

By Officer _____
Print Name _____
Title _____
Date _____
Company Name _____
Contact _____
Phone _____
Email _____

Vendor (Dimensional Metals, Inc.)

By Officer _____
Print Name _____
Title _____
Date _____