



JOINT CHECK AGREEMENT

This agreement is entered into this _____ Day of _____ 20____, by and Between J.M. Wilkerson Construction Co., Inc. (JMW) and _____ (“Subcontractor”) and _____ (“Supplier”).

- 1) The three parties name above agree that payments owed by Subcontractor to Supplier for materials furnished on the Project known as _____ (“Project”) shall be paid in accordance with the terms of the Subcontract between J.M. Wilkerson Construction and Subcontractor by a negotiable check drawn by JMW and made payable jointly to Subcontractor and Supplier. Such joint check or checks shall be delivered to Supplier and, upon presentment, Subcontractor shall endorse such check or checks and promptly return them to Supplier.
- 2) In consideration for said joint check agreement:
 - A) Supplier hereby acknowledges that the purchase order copy or statement of account attached as Exhibit A to this Agreement represents the entire materials ordered from Supplier by Subcontractor for the Project and that the dollar amount indicated as the sales price for said materials is the total and complete amount therefore; and
 - B) With each pay request by the Subcontractor, Supplier agrees to submit either a properly completed bill of sale or statement of account, with each invoice submitted to Subcontractor, as a conditional precedent to the delivery by JMW to Supplier of the corresponding joint check.
- 3) It is expressly agreed and understood by JMW, Subcontractor and Supplier that this agreement does NOT constitute a guarantee of payment by JMW to either Subcontractor or Supplier. Rather, this agreement has the sole purpose of establishing a method by which JMW shall make payment to Subcontractor for materials furnished by Supplier to the Project only to the extent that the amounts paid would be otherwise due under the Subcontract. This amount expected to be due for materials on such Project shall not exceed \$_____.
- 4) JMW’s obligations hereunder shall extend only for materials delivered to and incorporated in the Project. JMW shall have no obligation to issue a joint check for any materials not so furnished.
- 5) By accepting and signing this Agreement, and upon the express condition that JMW complies with all of its obligations hereunder, the Supplier hereby waives and releases any and all claims which it may have that any joint check issued hereunder was paid over a forged endorsement, or for replacement, collection, or protection of the Supplier’s interest in amounts paid through the joint check from any competing claims made against said funds by anyone.

J.M. Wilkerson Construction Co., Inc.
GENERAL CONTRACTOR

By: _____
Title: _____

SUBCONTRACTOR

By: _____
Title: _____

SUPPLIER

By: _____
Title: _____