

# **JOINT CHECK AGREEMENT**

The sole purpose of this agreement is to induce Womack Electric & Supply Company, Inc ("Supplier") to furnish materials to \_\_\_\_\_ ("Subcontractor") and to provide payment of Womack Electric & Supply Company, Inc invoices on said sales of materials for the \_\_\_\_\_ ("Project").

This Joint Check Agreement made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among Womack Electric & Supply Co., Inc. ("Supplier"), \_\_\_\_\_ ("Contractor"), and \_\_\_\_\_ ("Subcontractor"), for the establishment of a job account for the purchase of certain materials and supplies to be sold by Supplier in the ordinary course of business.

All joint checks shall be issued for **material only** and payment shall be delivered to Supplier at \_\_\_\_\_ and upon presentation Subcontractor agrees to endorse the checks. In consideration of and as an inducement for Supplier's extension of credit and sale of materials to Subcontractor on an open account, Contractor and Subcontractor hereby agree that all checks from Contractor for payment of said materials furnished by Supplier for the Project shall be made payable jointly to Supplier and Subcontractor. Subcontractor agrees that Supplier may supply invoices, delivery tickets and any other documents to Contractor to support Supplier's claim for payment.

The total electrical subcontract for this project is in the amount of \$\_\_\_\_\_. This joint check agreement shall include the initial maximum amount of \$\_\_\_\_\_ (Joint Check Amount/Limit) for electrical materials, which amount may be revised only by written agreement of the parties to be memorialized by the execution of an "Amendment to Joint Check Agreement (Revision to Maximum Amount of Agreement)". The parties agree that no retainage shall be withheld from the material payments. The parties further agree to execute partial releases at the time of each payment and each such release shall contain an updated accounting of payments, change orders, and the remaining balance due and owing for material for the project.

All parties agree that the execution or acceptance of this agreement in no way obligates Supplier to extend credit. Supplier has the right to discontinue sales to Contractor or Subcontractor at any time. In the event it becomes necessary to discontinue credit sales, Supplier shall be entitled to receive joint checks or direct payments from Contractor for all materials shipped through the date and for any special orders which cannot be canceled as of the date Supplier gives notice of cancellation to Contractor. In the event of a dispute between Contractor and Subcontractor, Contractor may issue direct payment to Supplier. In the event of a change of relationship between Contractor and Subcontractor, including termination of the Subcontractor for any reason, Contractor agrees to provide Supplier with written and telephonic notice of the termination and to pay Supplier by joint check or directly for all materials ordered or received by Subcontractor through the date of notice by Contractor to Supplier.

This agreement does not change or otherwise modify any rights and/or remedies of collection and payment which Supplier now has by way of credit application, existing open account agreements, guaranties, or applicable state law. This agreement shall be construed in accordance with the laws of the State of \_\_\_\_\_.

The undersigned warrant that each has the necessary authority to enter into this agreement. This joint check agreement cannot be altered or revoked without the written consent of Supplier and shall constitute a binding obligation upon the parties, their successors, and assigns.

Contractor:	Subcontractor:	Supplier:
_____	_____	Womack Electric & Supply Co., Inc.
By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____

**CONDITIONAL PARTIAL RELEASE AND JOINT CHECK ACCOUNTING FORM**

WHEREAS, \_\_\_\_\_, ("Contractor"), \_\_\_\_\_  
("Subcontractor") and Womack Electric & Supply Co., Inc. ("Supplier") entered into a joint check agreement on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purchase of certain materials to be sold by Supplier in the ordinary  
course of business to Subcontractor and delivered for the benefit of the following  
project: \_\_\_\_\_ ("Project"); and

WHEREAS, Supplier has supplied materials for the project pursuant to the joint check agreement and pursuant to  
the open account agreement which exists between Supplier and Subcontractor; and

WHEREAS, there is currently due and owing to Supplier the amount of \$\_\_\_\_\_ for materials  
provided by Supplier during the period \_\_\_\_\_ to \_\_\_\_\_ for the project for  
which Supplier and Subcontractor have made application for payment; and

WHEREAS, the parties agree that the current accounting for the joint check agreement as of the date of the  
payment referenced herein is:

<u>Joint Check Accounting</u>	Balances of Agreement
Amount of Joint Check Agreement Not to Exceed	
Amendment to Joint Check Agreement (Page 3 of this document required)	
Sum of All Previous Payments	
Outstanding Balance on Joint Check Agreement	
Amount of this Payment Request	
Amount Outstanding on Joint Check Agreement After This Payment	

Exceptions: \_\_\_\_\_

NOW THEREFORE, in consideration of, receipt of, and clearance of funds in the amount of  
\$\_\_\_\_\_ dollars, the undersigned does hereby partially waive and release liens, claims, or rights of  
liens or claims (i) on or against the project under the laws of the state in which the project is located, (ii) under any  
payment or performance bonds furnished in connection with the Project, (iii) against all sureties on any of said bonds, (iv)  
against \_\_\_\_\_ ("Contractor"), (v) against the owner of the Project,  
\_\_\_\_\_ and (vi) against any successor or assign thereof up to and including  
the dollar amount referenced above.

**THIS IS A PARTIAL WAIVER OF LIEN ONLY AND IS LIMITED TO THE ABOVE REFERENCED SUMS,  
WHICH HAVE BEEN PAID FOR MATERIALS AND/OR SUPPLIES FURNISHED. SUPPLIER SPECIFICALLY  
RETAINS ALL OTHER LIEN RIGHTS AND DOES NOT WAIVE OR RELEASE LIEN AND/OR BOND RIGHTS FOR  
MATERIALS AND SUPPLIES WHICH HAVE BEEN PROVIDED AND REMAIN UNPAID.**

\_\_\_\_\_  
Date Womack Electric & Supply Co., Inc.

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**AMENDMENT TO JOINT CHECK AGREEMENT**  
**(Revision to Maximum Amount of Agreement)**

The Joint Check Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Womack Electric & Supply Co., Inc. ("Supplier"), \_\_\_\_\_ ("Contractor"), and \_\_\_\_\_ ("Subcontractor") for the Project known as \_\_\_\_\_ is hereby amended, effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as follows:

The "initial maximum amount of \$\_\_\_\_\_, is hereby revised by \$\_\_\_\_\_ such that the new maximum amount for electrical materials, plus any and all change orders which may alter the maximum amount shall be \$\_\_\_\_\_.

As hereinabove amended, the agreement will remain in full force and effect.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Contractor:	Subcontractor:	Supplier:
_____	_____	Womack Electric & Supply Co., Inc

By: _____	By: _____	By: _____
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Title: _____	Title: _____	Title: _____
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