

# GENERAL CONTRACTOR JOINT CHECK AGREEMENT

This Joint Check Agreement is dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between GENERAL CONTRACTOR CONSTRUCTION COMPANY ("General Contractor") and \_\_\_\_\_ ("Subcontractor") and \_\_\_\_\_ ("Supplier").

Whereas, Supplier sells labor and/or materials to Subcontractor for use on \_\_\_\_\_ ("Project") and whereas Subcontractor performs work for the General Contractor in connection with this Project (pursuant to the "Subcontract"), and whereas Supplier is willing to supply Subcontractor with labor or materials if payment by General Contractor to Subcontractor is made by joint check payable to both Subcontractor and Supplier, where the Supplier has supplied labor or materials for the Project.

Now therefore, and for and in consideration of the mutual promises and benefits set forth herein, the parties hereby mutually agree that, in order to promote an uninterrupted flow of labor or materials to the Project, payment for all labor or materials delivered to the Subcontractor by the Supplier on this Project shall be made by General Contractor by check made jointly to Subcontractor and Supplier, not to exceed the amount of \_\_\_\_\_ (\$\_\_\_\_\_). Subcontractor shall endorse any check to Supplier and leave with General Contractor to disburse to Supplier. Subcontractor and Supplier both agree that all funds received by either of them pursuant to this agreement shall be held in trust for the benefit of Supplier and all creditors of Supplier that directly or indirectly supplied labor or materials for the Project ("Trust Funds"). Subcontractor and Supplier agree they have no interest in Trust Funds to the extent they are indebted to those creditors and agree to segregate and make no use of, except to promptly account for and transmit to those creditors all such Trust Funds no later than on demand.

A copy of the contract or purchase order ("Supplier Contract") and all Supplier's invoices under the Supplier Contract, initialed by Subcontractor and including shipment dates, shall be forwarded to General Contractor not later than three (3) days after date of invoice. All discounts shall accrue to General Contractor. All parties hereby acknowledge the payment terms in Subcontractor's Subcontract. General Contractor's obligation to make payment under this Agreement shall be no greater than its obligation to make payment to Subcontractor under the Subcontract. It shall be an express condition precedent to any obligation of the General Contractor to make payment under the Subcontract or under this Agreement that the General Contractor has actually received payment from the Owner of the Project. In consideration of this Agreement, Supplier releases the Owner of the Project, General Contractor and any bonding companies from any and all lien or bond claim rights.

This Agreement may be executed in counterparts, which shall constitute but one and the same agreement. This Agreement does not constitute a guarantee of payment by General Contractor; rather it is an agreement on the method of payment to Subcontractor and Supplier. It is understood that this Agreement is made solely as a convenience to Supplier and it does not create any contractual rights between Supplier and General Contractor. Supplier agrees to continue supply of labor or material pursuant to the Supplier Contract regardless the status of payment to Supplier pursuant to the Supplier Contract. General Contractor may at its sole discretion discontinue this arrangement at any time with 24-hour written notice to Subcontractor and Supplier. All parties agree that this Agreement is to be governed by the laws of the Commonwealth of Virginia and that the forum for any litigation shall be Fairfax County, Virginia.

## SUBCONTRACTOR

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

## SUPPLIER

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

## GENERAL CONTRACTOR CONSTRUCTION COMPANY

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