

# JOINT CHECK AGREEMENT

This Joint Check Agreement (the "Agreement") is entered into by and between:

**Parties:**

Owner/Principal: \_\_\_\_\_

Contractor: \_\_\_\_\_

Subcontractor/Supplier: \_\_\_\_\_

**Recitals:**

WHEREAS, Owner/Principal has entered into a contract with Contractor for the construction, installation, or improvement of certain work or materials (the "Project");

WHEREAS, Subcontractor/Supplier has agreed to provide labor, materials, or services for the Project under a subcontract or purchase order with Contractor;

WHEREAS, Owner/Principal desires to ensure payment to Subcontractor/Supplier for work performed or materials supplied by utilizing joint checks issued jointly to Contractor and Subcontractor/Supplier;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Joint Checks**

Owner/Principal agrees that payments for work, labor, services, or materials provided by Subcontractor/Supplier shall be made by joint checks issued payable to both Contractor and Subcontractor/Supplier, or as otherwise mutually agreed in writing by the parties.

**2. Payment Terms**

Owner/Principal shall make timely payments by joint checks in accordance with the terms of the contract between Owner/Principal and Contractor, subject to receipt of appropriate invoices and lien waivers from Subcontractor/Supplier.

**3. Endorsement and Deposit of Checks**

Subcontractor/Supplier shall endorse and deposit all joint checks promptly upon receipt. Subcontractor/Supplier agrees to hold Owner/Principal and Contractor harmless from any claims arising from Subcontractor/Supplier's handling of joint checks.

**4. Waiver of Claims Against Owner/Principal**

Subcontractor/Supplier waives any rights or claims against Owner/Principal related to payments made by joint checks in accordance with this Agreement, except for claims arising from Owner/Principal's failure to issue joint checks as agreed.

**5. Release and Indemnity**

Subcontractor/Supplier agrees to indemnify and hold harmless Owner/Principal from any claims, liabilities, or damages arising from Subcontractor/Supplier's failure to perform work, pay subcontractors, suppliers, laborers, or materialmen, or failure to properly endorse and deposit joint checks.

**6. Notices**

Any notices required or permitted hereunder shall be in writing and delivered personally, by certified mail return receipt requested, or by nationally recognized overnight courier to the parties at their respective addresses set forth in the contract documents or as otherwise designated.

#### **7. Governing Law**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflict of laws principles.

#### **8. Entire Agreement**

This Agreement constitutes the entire agreement between the parties relating to joint checks and supersedes all prior negotiations, representations, or agreements, whether written or oral.

#### **9. Amendments**

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of all parties.

#### **10. Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **11. Counterparts and Execution**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

#### **12. Authority**

Each party represents and warrants that it has full authority to enter into this Agreement and that the individuals signing below are authorized to do so.

#### **13. Limitation of Liability**

Owner/Principal's liability under this Agreement shall be limited exclusively to payment by joint check in accordance with the terms herein and shall not extend to any other claims or damages.

#### **14. No Waiver**

Failure of any party to enforce any provision shall not be deemed a waiver of future enforcement of that or any other provision.

#### **15. Dispute Resolution**

Any disputes arising under this Agreement shall be resolved by binding arbitration in the county of \_\_\_\_\_ in accordance with the rules of the American Arbitration Association.

#### **16. Independent Contractors**

The parties are independent contractors and nothing herein shall be construed to create a partnership, joint venture, or agency relationship.

#### **17. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

#### **18. Headings**

Headings used in this Agreement are for convenience only and shall not affect interpretation.

**19. Compliance with Laws**

Each party agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement.

**20. Signatures**

The parties have executed this Joint Check Agreement as of the date of the last signature below.

**OWNER/PRINCIPAL SIGNATURE    CONTRACTOR SIGNATURE    SUBCONTRACTOR/SUPPLIER SIGNATURE**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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