



JOINT CHECK AGREEMENT

ADOT TRACS NO : _____ Project/ Contract No. : _____

1. _____ is the general contractor on the project known as _____ ("Project"), and which is being constructed for _____ ("Owner").
2. Contractor has entered a Subcontract agreement dated _____ day of _____, _____ with _____ ("Subcontractor") for the performance of the following work on the project: _____.
3. _____ ("Vendor") is supplying the following materials to Subcontractor pursuant to a Purchase order or other contract dated _____ day of _____, _____ and for use in Connection with Subcontractor's work on the Project: _____.
4. Subcontractor hereby requests Contractor to issue checks jointly payable to Subcontractor and Vendor for those amounts sought in Subcontractor's Payment Application, and reflecting the value of material furnished by Vendor to Subcontractor and for use on the project.
5. Contractor's agreement to issue checks to conditioned upon the following:
 - 5.1. Subcontractor's submittal of an Application for Payment, consistent with the terms and conditions of the Subcontract, seeking payment of amounts owed by Subcontractor to Vendor and requesting the issuance of a check for such amount made jointly payable to Subcontractor or Vendor.
 - 5.2. Contractor's approval of the Subcontractor's Payment Application.
 - 5.3. Contractor's receipt of funds from the Owner to pay the referenced Application for Payment, including that portion sought to pay for the materials furnished by the Vendor.
 - 5.4. The issuance by Vendor to Subcontractor of releases waiving any right to assert claims or liens arising out of the materials for which the joint check is requested. The occurrence of each of the foregoing shall constitute a condition precedent to Contractor's obligation to issue such checks.
 - 5.5. Nothing contained herein shall relieve Subcontractor of its primary liability to Vendor for payment of amounts owed Vendor for materials furnished for use on the Project, and except as expressly stated herein, Contractor has no liability of any kind to Vendor.
6. All payments made pursuant to this Agreement shall constitute credits against the Subcontract Amount.
7. The total amount of all joint checks to be issued under this Agreement shall not exceed \$ _____ and once said amount is reached, Contractor shall be under no obligation to issue any additional joint checks hereunder.
8. This Agreement applies only to the above referenced Project.
9. Checks issued hereunder shall be furnished to Subcontractor for its endorsement and distribution to vendor

SO AGREED this _____ day of _____, 20_____.

Signatures on Notarial certificate of agreement on page 2.



JOINT CHECK AGREEMENT

ADOT TRACS NO: _____ Project/ Contract No: _____

Authorized Prime Representative

Name _____ Title _____

Signature _____ Date _____

Authorized Subcontractor Representative

Name _____ Title _____

Signature _____ Date _____

Authorized Material Supplier Representative

Name _____ Title _____

Signature _____ Date _____

State of Arizona

County of _____

Subscribed and sworn (or affirmed) before me on this _____ day of _____, 20____.
(Day) (Month) (Year)

by _____,
(Name of Signers)

(Notary Seal)

Notary Public Signature