

JOINT PAYMENT AGREEMENT

- A. Date of Agreement: _____
- B. Parties *(These designations are for identification and do not necessarily state the actual capacity of the signatories).
1. _____, hereinafter called Supplier and/or Subcontractor*
2. _____, hereinafter called Subcontractor and/or Contractor*
3. _____, hereinafter called Contractor and/or Owner*
- C. Project: _____

IN CONSIDERATION of Supplier selling _____ to Subcontractor/Contractor for the above-stated project and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Supplier/Subcontractor shall sell to Subcontractor/Contractor, at the then existing prices and credit terms, payment due on the tenth of month following sale, any amount of _____ required in the completion of the above-referenced project.

2. In order to better secure payment to the Supplier/Subcontractor, Contractor/Owner agrees that all checks, drafts, or other forms of payment made to Subcontractor/Contractor on account of materials/services/labor/equipment furnished by Supplier/Subcontractor for use in the above-stated project, shall be made payable jointly to Supplier and Subcontractor or to the Subcontractor and Contractor. Contractor/Owner further agrees that he or she will make said payment on or before the earlier of the following dates:

- a) On or before the twentieth day following the date the Notice of Completion is recorded; or
- b) On or before _____
- c) In the event the contractor terminates the subcontractor or the owner terminates the contractor for any reason, the contractor or owner will pay supplier or subcontractor direct for all materials/services/labor/equipment produced or delivered or furnished by the supplier or subcontractor for the work.

3. This agreement is superior to and shall not be affected by any backcharge, set-off or counter-claim that Contractor has or may have against Contractor or Subcontractor for any reason other than the quality of _____ supplied to this job.

4. Nothing in this Agreement shall be construed to make Supplier/Subcontractor a party to Contractor's/Owner's contract with Subcontractor/Contractor or responsible for the performance of said contract.

5. In the event the Supplier/Subcontractor is not paid for the materials/services/labor/equipment furnished, Supplier/Subcontractor reserves the right to record a Mechanics' Lien, serve a Stop Notice or make a claim on any payment bond on said project.

6. Should it become necessary to bring an action to enforce the terms of this Joint Payment Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs in any such action.

IN WITNESS WHEREOF the parties have affixed their signatures the day and year first above written.

OWNER/CONTRACTOR: _____
By: _____
Title: _____

CONTRACTOR/SUBCONTRACTOR: _____
By: _____
Title: _____

SUBCONTRACTOR/SUPPLIER: _____
By: _____
Title: _____