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## JOINT CHECK PAYMENT AGREEMENT

This agreement is made on this day, \_\_\_\_\_(DATE),  
by \_\_\_\_\_, owner or General Contractor  
("Owner/G.C.") and \_\_\_\_\_, contractor or Seller's Customer ("Contractor")  
who agree as follows on behalf of Bert's Paint Inc. ("Seller"):

1. All checks issued by Owner/G.C to Contractor for labor or materials supplied on the \_\_\_\_\_ construction project ("Project") shall be made jointly payable to Contractor and Seller and shall be promptly delivered to Seller. Owner/G.C. may rely on written notice provided by Seller, stating total current indebtedness of Contractor to Seller and limiting any obligations under this Agreement.
2. Contractor agrees that it has no interest in the funds held by Owners/G.C. for Seller pursuant to this Agreement and irrevocably assigns the Seller its accounts receivable from Owner/G.C. to the extent that sums are justly due from Contractor to Seller under their Credit Agreement and/or purchase invoices. Contractor appoints Seller its attorney in fact to sign or endorse on behalf of Contractor all checks received from Owner/G.C. or UCC Financing Statements to provide notice of its assignment.
3. Owner/G.C. hereby guarantees the payment of sums justly due from Contractor to Seller under their Credit Agreement and/or purchase invoices for materials supplied to the project.
4. This Agreement is provided as additional security and not in payment of obligations of Contractor to Seller and will not affect the Seller's rights to withdraw or refuse further credit, or Seller's rights to any payment bond, mechanic's lien, or other legal rights.

**OWNER OR GENERAL CONTRACTOR:**

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

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Name (print): \_\_\_\_\_

**SELLER'S CUSTOMER OR CONTRACTOR:**

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

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Name (print): \_\_\_\_\_