

10/11/2012

Re: Enclosed documents, Joint Check Agreement

To the General Contractor or Project Manager:

In an agreement between and EL CAMINO BUILDING SUPPLY, any checks made to on the project known as the project, located at , for the labor, materials or services supplied by EL CAMINO BUILDING SUPPLY, will be made out jointly to and EL CAMINO BUILDING SUPPLY. We will send an unconditional release when the current payment has cleared our bank.

Specific contract information, if any, is attached.

Enclosed is a Joint Check Agreement signed by and EL CAMINO BUILDING SUPPLY. please sign all three copies, retain one copy for your records and return the rest to EL CAMINO BUILDING SUPPLY in our enclosed envelope.

Please feel free to contact me at any time regarding the amount due our company on the above project.

Sincerely,

DIANA SIMS OFFICE MANAGER
(805) 466-3133

JOINT CHECK AGREEMENT

This joint check agreement is entered into by _____ and _____ and EL CAMINO BUILDING SUPPLY.

_____ has requested that EL CAMINO BUILDING SUPPLY furnish the following: DRYWALL & RELATED PRODUCTS; to _____ for the project known as the _____ project, located at _____, _____.

Therefore _____ hereby agrees that any payments made to _____ on the above project for the labor, materials or services supplied by EL CAMINO BUILDING SUPPLY shall be made payable jointly by check to _____ and EL CAMINO BUILDING SUPPLY for jobs related to said project.

TERMS OF PAYMENT:

The parties further agree that such payments will be made when normal payments are due, and will be considered payments under the contract for the project. All joint negotiable checks drawn shall be endorsed by the appropriate parties named above and made payable to EL CAMINO BUILDING SUPPLY as payment of the related invoice(s) or statement(s). Endorsements on all joint checks must be verified by the issuing bank.

This Agreement does not constitute an assignment of funds and except to the extent of payments actually received, the execution of the agreement and the acceptance of such joint checks shall not affect or otherwise impair any lien, bond or other creditor rights or remedies which EL CAMINO BUILDING SUPPLY now has or may hereafter have arising from its sale(s) to its customer(s).

In the event any suit or action is commenced to enforce this agreement, EL CAMINO BUILDING SUPPLY shall be entitled to recover, in addition to the costs and disbursements provided by the statute, all costs and reasonably incurred attorney's fees.

In witness whereof, the parties hereto have executed this agreement

This _____ day of _____, _____.

EL CAMINO BUILDING SUPPLY

P.O. BOX 756
ATASCADERO, CA 934230756

By: _____

DIANA SIMS

By: _____

By: _____