



*Atlanta Roofing Supply Cannon Supply Columbia Wholesale Gary-Hobart Roofing & Supply Heritage Wholesalers Midwest Roofing Supply Myles F. Kelly Pace Supply River City Wholesale Rowe Supply Shake & Shingle Supply Sierra Roofing Supply Southern Shingles SRS Roofing Supply Stoneway Roofing Supply Suncoast Roofers Supply Superior Distribution*

## JOINT CHECK AGREEMENT (Supplier's Form)

This JOINT CHECK AGREEMENT is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by:

CONTRACTOR: \_\_\_\_\_ ("Contractor")

SUBCONTRACTOR: \_\_\_\_\_ ("Subcontractor")

SUPPLIER: \_\_\_\_\_ ("Supplier")

### RECITALS

- A. Contractor and Subcontractor entered into a contract dated \_\_\_\_\_ ("Subcontract") pursuant to which Subcontractor agreed to furnish certain labor and materials to Contractor on a project known as \_\_\_\_\_ ("Project").
- B. In the performance of the Subcontractor with Contractor, Subcontractor has requested that Supplier supply certain materials for use on the Project.
- C. Supplier is agreeable to furnish materials to the Project, provided that Contractor make payments by joint payee checks ("Joint Check") payable to Supplier and Subcontractor for those materials and agree to the other terms and conditions set forth below.

### COVENANTS

Therefore, in consideration of the mutual promises set forth herein and for valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. At its discretion, Supplier will furnish materials to be used on the Project as ordered by Subcontractor. Supplier reserves the right to stop furnishing materials to Subcontractor on credit for any reason and at any time.
2. Contractor shall issue Joint Checks in an amount approved by Supplier payable to the order of Subcontractor and Supplier. Each Joint Check shall be first endorsed by Subcontractor and then delivered to Supplier for deposit.



3. Subcontractor grants to Supplier a special and limited power of attorney to endorse the name of Subcontractor on checks issued pursuant to this agreement, to deposit the checks in the account of the Supplier and to receive the proceeds after applying them as a credit to the debt of Subcontractor.
4. In the event of a default by Subcontractor, Contractor agrees and Subcontractor consents that Supplier may submit its invoice(s) directly to the Contractor for payment and Contractor shall issue a payment check directly to Supplier, made payable solely to Supplier. Default by Subcontractor shall include: Subcontractor becoming insolvent and/or filing for bankruptcy protection; Subcontractor's refusal to endorse a Joint Check and deliver it to Supplier; or Subcontractor's conversion of Joint Check or the proceeds of the Joint Check.
5. This agreement is superior to and shall not be affected by any backcharge, setoff or other claim that Contractor has or may have against Subcontractor for any reason other than the quality of materials furnished by Supplier to the Project.
6. Subcontractor expressly confirms that its primary obligation to pay Supplier remains in full force and effect and that Subcontractor agrees to pay for all materials furnished by Supplier even if the Contractor fails to pay Subcontractor.
7. Contractor and Subcontractor acknowledge that Supplier does not waive its rights accorded by law as a material supplier on the Project, including but not limited to, any lien rights to rights to claim against payment or performance bonds.
8. Nothing in this agreement shall be construed to make Supplier a party to the contract between Contractor and Subcontractor or to make Supplier responsible for the performance of any portion of that contract.

**SUPPLIER**  
**SRS Distribution Inc.**

**CONTRACTOR**

**SUBCONTRACTOR**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, State of \_\_\_\_\_, County  
of \_\_\_\_\_

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, State of \_\_\_\_\_, County  
of \_\_\_\_\_

\_\_\_\_\_  
Notary Public (or Clerk or Judge)  
My commission expires:

\_\_\_\_\_  
Notary Public (or Clerk or Judge)  
My commission expires: