



JOINT CHECK AGREEMENT

The parties to this Joint Check Agreement are **Reinforcing Steel Supply (Supplier)**, a corporation duly organized and existing under the laws of the State of Texas, with principal place of business in Travis County, Texas, _____ (Subcontractor), and _____ (General Contractor) and collectively hereinafter referred to as the "Parties."

The Subcontractor has contracted with General Contractor to supply certain materials for the following project: _____ (Project Name) and the Project address is: _____, Texas, _____ County.

The Supplier is contemplating contracting with Subcontractor to supply rebar and concrete related materials for incorporation into the Project for the benefit of General Contractor and Parties; and,

Because the parties wish to induce Supplier to contract with Subcontractor to supply the materials for incorporation into the Project. For good and valuable consideration, the sufficiency and adequacy of which is expressly acknowledged, the Parties to this Agreement all agree as follows:

1. General Contractor shall remit and tender to Supplier and Subcontractor a joint check made payable to the order of Supplier and Subcontractor in the amount of all invoices then due from Subcontractor to Supplier for the materials supplied by Supplier for incorporation into the Project.
2. Subcontractor makes, constitutes and appoints Supplier, and any authorized representative of Supplier, its true and lawful attorney, in its name, place and stead, to endorse or otherwise negotiate any joint checks received by Supplier from General Contractor made payable to the order of Supplier and Subcontractor for the materials delivered by Supplier for incorporation into the Project. Subcontractor grants to Supplier full power and authority to do and perform every act fully as it might or could do if the exercise of the foregoing powers as fully as it might or could do if personally present, with full power of substitution and revocation. Subcontractor hereby ratifies and confirms that Supplier may lawfully do or cause to be done by virtue of this Special Power of Attorney any and all acts necessary to negotiate the joint check(s).

Subcontractor assigns to Supplier all its rights, title and interest in and to any and all sums of money now due or to become due to it from General contractor for materials supplied and/or labor performed for incorporation into the Project. General Contractor acknowledges and agrees to remit and tender all payments to Supplier pursuant to this

assignment and Joint Check Agreement. All payments are due on or before the 10th of the month following delivery. Payments received after the due date are subject to all late fees, interest, and attorney fees incurred by Supplier. Subcontractor and Supplier agree that this assignment shall become null and void once Supplier has been paid in full for all of the materials delivered by Supplier for incorporation into the Project.

3. This agreement has been executed to induce Supplier to supply the materials for incorporation into the Project. The Parties acknowledge that Supplier would not have contracted to supply the materials without the execution of this Agreement. The parties further acknowledge that Supplier will be harmed if any party fails to abide by this Agreement.
4. This Agreement shall be performed in the city of Austin, Travis County, Texas. All payments by joint check shall be payable and shall be paid at Supplier's place of business in Travis Country, Texas, 13730 Avenue K, Austin, Texas 78728.
5. This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas.
6. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
7. This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to this Agreement's subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.
8. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.
9. The effective date of this Joint Check Agreement shall be the first date materials were sold and delivered to the Project.

☐ ☐ The maximum payable under this agreement is \$_____. (this can be left open)

☐ ☐ Is the Subcontractor limited to purchase only those items to be incorporated into the project

(i.e. NO tools, lumber, etc.)

YES

NO

~ End of Document // Signature Page(s) to Follow ~

EXECUTED AND ENTERED ON THE _____ day of _____, 2020.

SUPPLIER:

Reinforcing Steel Supply_____

(signature)

(printed name and title)

EXECUTED AND ENTERED ON THE _____ day of _____, 2020.

SUBCONTRACTOR:

(company name)

(signature)

(printed name and title)

(address & phone)

EXECUTED AND ENTERED ON THE _____ day of _____, 2020.

GENERAL CONTRACTOR:

(company name)

(signature)

(printed name and title)

(address & phone)