

## JOINT CHECK AGREEMENT

TRACS No(s): \_\_\_\_\_ Project/Contract No.: \_\_\_\_\_

1. \_\_\_\_\_ is the general contractor on the project known as \_\_\_\_\_ (“Project”), and which is being constructed for Arizona Department of Transportation (“Owner”).
2. Contractor has entered a Subcontract agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ with \_\_\_\_\_ (“Subcontractor”) for the performance of the following work on the project: \_\_\_\_\_.
3. \_\_\_\_\_ (“Vendor”) is supplying the following materials to the Subcontractor pursuant to a Purchase order or other contract dated \_\_\_\_\_, and for use in connection with Subcontractor’s work on the project: \_\_\_\_\_.
4. Subcontractor or Vendor hereby requests Contractor to issue joint checks payable to Subcontractor and Vendor. The total amounts sought in Subcontractor’s Payment Application reflect the value of material furnished by the Vendor to the Subcontractor for use on the project.
5. Contractor’s agreement to issue checks is conditioned upon the following:
  - 5.1. Subcontractor’s submittal of an Application for Payment, consistent with the terms and conditions of the Subcontract, seeking payment of amounts owed by Subcontractor to Vendor and requesting the issuance of a check for such amount made jointly payable to Subcontractor and Vendor.
  - 5.2. Contractor’s approval of the Subcontractor’s Payment Application.
  - 5.3. Contractor’s receipt of funds from the Owner to pay the referenced Application for Payment, including that portion sought to pay for the materials furnished by the Vendor.
  - 5.4. The issuance by Vendor to Subcontractor of releases waiving any right to assert claims or liens arising out of the materials for which the joint check is requested. The occurrence of each of the foregoing shall constitute a condition precedent to Contractor’s obligation to issue such checks.
  - 5.5. Nothing contained herein shall relieve Subcontractor of its primary liability to Vendor for payment of amounts owed to Vendor for materials furnished for use on the Project, and except as expressly stated herein, Contractor has no liability of any kind to Vendor.
6. All payments made pursuant to this Agreement shall constitute credits against the Subcontract Amount.
7. The total amount of all joint checks to be issued under this Agreement shall not exceed \$ \_\_\_\_\_ and once said amount is reached, Contractor shall be under no obligation to issue any additional joint checks hereunder.
8. This Agreement applies only for the duration of the above referenced Project.
9. Checks issued hereunder shall be furnished to Subcontractor for its endorsement and distribution to Vendor.

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

