

5826 Bear Lane
Corpus Christi, Texas 78405
361-851-1000
361-851-1717 fax
barcom.cc

JOINT CHECK

SUBCONTRACTOR: _____ COMMITMENT # _____

VENDOR/SUPPLIER: _____

PROJECT NAME: _____ BARCOM JOB # _____

Barcom Construction, Inc. (hereafter "General Contractor") has entered into a subcontract agreement with _____ (hereafter "Subcontractor") for the _____ work on the project located at _____ (SCOPE OF WORK) (hereafter "Project") and _____ (PROJECT ADDRESS) (hereafter "Supplier") has entered into an agreement with Subcontractor for the supply of certain labor and/or materials described as _____ to the Project.

Subcontractor and Supplier desire to enter into this agreement for payments to be made by General Contractor jointly to the Subcontractor and Supplier for labor and/or materials, as described above, for their mutual benefit and request General Contractor accept it and pay according to its terms.

ACCORDINGLY, for valuable consideration, the receipt of which is hereby acknowledged, Subcontractor and Supplier agree and stipulate as follows:

1. Subcontractor shall submit to the General Contractor no later than the Twenty-Fifth day of a month, a pay application and all affiliated invoices for labor and/or material provided by the Supplier for said Project. (The period covered by each application for payment shall be one calendar month ending on the last day of the month).
2. Supplier and Subcontractor agree that Subcontractor's purchases on said Project will not exceed \$_____. Supplier and Subcontractor agree and understand this amount is an estimate only, subject to additions and deductions and is not binding on the General Contractor.
3. Regardless of any conflicting or contrary provisions in this agreement or the contract documents to the contrary, it is expressly understood and agreed that receipt by the General Contractor of payment from the Owner of the Project shall be a condition precedent to any payment due the Subcontractor and/or Supplier hereunder. The General Contractor shall have the right of offset from the amount set forth in paragraph 2 for any damages, extra costs, expenses, and attorney's fees it incurs in connection with the Project as a result of acts and/or omissions of Subcontractor and/or Supplier.
4. This Agreement stipulates only an alternative method of payment from the General Contractor to the Subcontractor and Supplier. This agreement neither expresses nor implies a guarantee of payment by General Contractor to the Subcontractor and/or Supplier.

5. General Contractor's obligation for payment extends only to labor and/or materials delivered and incorporated into the Project.
6. Subcontractor and Supplier shall be obligated to provide General Contractor with a full and complete waiver of claims and/or liens against said Project, its Owner, and surety, General Contractor and all other assets of the General Contractor to the extent of each payment made under this Joint Check Agreement at the time of receipt of each such payment to the Subcontractor and Supplier for labor and/or materials incorporated into said Project to which such payment and/or relates. To the extent General Contractor does not demand and/or receive such a release with each payment. Subcontractor and Supplier nonetheless acknowledge and agree by this Agreement that upon request by General Contractor, they shall be obligated to provide such full and complete waiver of claims and/or liens, when requested by General Contractor with respect to, and to the extent of, such payments; and further acknowledge, that Subcontractor and/or Supplier shall not be entitled to assert a claim and/or lien notwithstanding the failure of Subcontractor and/or Supplier to provide the aforementioned waiver upon receipt of payment.
7. This agreement cannot be modified verbally. This agreement is binding upon the Subcontractor and Supplier, their successors and assigns.
8. Except for an Internal Revenue Service Levy or Garnishment, all notices required by or pursuant to this agreement shall be delivered by hand or by Certified or Registered U.S. Mail to the following addresses:

GENERAL CONTRACTOR: BARCOM CONSTRUCTION INC.
 5826 BEAR LANE
 CORPUS CHRISTI, TX 78405
 (361) 851-1000

SUBCONTRACTOR ADDRESS
 AND PHONE NUMBER:

() _____

SUPPLIER ADDRESS
 AND PHONE NUMBER:

() _____

9. SUBCONTRACTOR AND SUPPLIER EXPRESSLY ACKNOWLEDGE AND STIPULATE THAT NOTWITHSTANDING THE EXISTENCE OF THIS AGREEMENT, THERE EXISTS NO DIRECT CONTRACTUAL RELATIONSHIP BETWEEN GENERAL CONTRACTOR AND SUPPLIER RELATING TO SAID PROJECT, SUPPLIER'S AGREEMENT IS SOLELY AND EXCLUSIVELY WITH SUBCONTRACTOR. THIS AGREEMENT BETWEEN SUBCONTRACTOR AND SUPPLIER WHICH IS ACCEPTED BY GENERAL CONTRACTOR MERELY REFLECTS A METHOD OF PAYMENT BY GENERAL CONTRACTOR TO SUBCONTRACTOR; AND IS BEING ACCEPTED BY GENERAL CONTRACTOR MERELY AS AN ACCOMMODATION. SUBCONTRACTOR AND SUPPLIER STIPULATE THAT EACH IS LEGALLY ESTOPPED AND PRECLUDED FROM ASSERTING ANY PRIVITY OF CONTRACT OR OTHER CONTRACTUAL RELATIONSHIP BETWEEN GENERAL CONTRACTOR AND SUPPLIER ON SAID PROJECT.

The parties hereto cause this agreement to be executed by their authorized representative.

SUBCONTRACTOR:

By: _____
Printed Name: _____
Title: _____
Date: _____

SUPPLIER:

By: _____
Printed Name: _____
Title: _____
Date: _____

ACCEPTED:

General Contractor:

BARCOM Construction, Inc.
By: _____
Printed Name: Elaine R. Hoffman
Title: President
Date: _____

Update 07/13/10