



## JOINT CHECK AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Simply Products Company, a Texas company with its principal office at 101 Southwestern Blvd, Suite 102, Sugar Land, Texas 77478

Principal Contractor: \_\_\_\_\_

And

Sub Contractor: \_\_\_\_\_

Witnesseth:

WHEREAS, SUBCONTRACTOR has agreed by Subcontract dated: \_\_\_\_\_

To do certain work for Principal Contractor on the Project Name: \_\_\_\_\_

Located in Project City: \_\_\_\_\_ Project State: \_\_\_\_\_

WHEREAS, both PRINCIPAL CONTRACTOR and SUB CONTRACTOR desire products sold by Simply Products and labor provided, if any, be used on the job:

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter contained, and intended to be legally bound hereby, the parties covenant and agree as follows:

1. Simply Products will furnish products to be used and labor provided, if any, in the work under the above-mentioned Subcontract as ordered by the SUB CONTRACTOR and will extend credit to Sub Contractor for the purchase of such products.
2. PRINCIPAL CONTRACTOR shall pay Simply Products for products provided pursuant to the Sub Contract. Until such time as SUB CONTRACTOR'S indebtedness to Simply Products for products furnished on the project is paid in full, PRINCIPAL CONTRACTOR shall issue checks jointly payable to SUB CONTRACTOR and Simply Products. Each joint check shall be in an amount at least equal to the products and labor, if any, provided by Simply Products on the project. Each joint check shall be first endorsed by SUB CONTRACTOR and shall then be promptly forwarded to Simply Products. Should the joint check exceed the amount due to Simply Products through SUB CONTRACTOR'S last draw date, Simply Products shall promptly forward such excess to SUB CONTRACTOR.
3. In the event of a default by PRINCIPAL CONTRACTOR or SUB CONTRACTOR on the above mentioned Subcontract, this Agreement will in no way be construed as relieving PRINCIPAL CONTRACTOR or SUB CONTRACTOR of indebtedness for products furnished, hereunder by Simply Products.
4. Should payment not be received pursuant to the terms of the Agreement, Simply Products shall be relieved of its obligation to continue to provide materials and labor, if any, and shall not be in default of its agreement with SUB CONTRACTOR of this Agreement.
5. In the event collection activities or legal proceedings are instituted to enforce this Agreement, PRINCIPAL CONTRACTOR and/or SUB CONTRACTOR shall pay to Simply Products, in addition to the amount due hereunder, all costs and expenses of such collection activities or legal proceedings, including reasonable attorney's fees.

6. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of all parties. This Agreement shall be governed by the laws of the State of Texas. This Agreement embodies the entire agreement of the parties with regard to the subject matter hereof and supersedes any prior communications.

WITNESS, or ATTEST the due execution hereof on the day and year first above written.

Whether Affixing Electronic or  
Written Signatures below  
Individuals are attesting to the  
Validity of the signatures of the  
Principal Contractor, Sub  
Contractor and Simply Products

Whether Affixing Electronic Signatures or Written Signatures below  
individuals hereby represent that they are authorized to enter into this  
agreement and bind the companies they represent to enforce this  
contract under all applicable laws in all applicable jurisdictions:

Attest: \_\_\_\_\_ Principal Contractor: \_\_\_\_\_ Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_ Sub Contractor: \_\_\_\_\_ Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_ Simply Products: \_\_\_\_\_ Print Name: \_\_\_\_\_