



JOINT CHECK AGREEMENT (PAGE 1 of 2)



ASC STEEL DECK
AEP SPAN
ASC BUILDING PRODUCTS

WHEREAS, _____ ("CUSTOMER") has asked _____ a division of ASC Profiles LLC ("SUPPLIER"), to extend credit to CUSTOMER to enable CUSTOMER to purchase materials to be installed by CUSTOMER on a project commonly known as _____, located at _____; and

WHEREAS, CUSTOMER has a contract with _____ who is either a contractor or and owner ("CONTRACTOR/OWNER") to install said materials at said project; and

WHEREAS, CONTRACTOR/OWNER has also requested SUPPLIER to sell materials to CUSTOMER to enable CUSTOMER to furnish the materials to CONTRACTOR/OWNER;

NOW, THEREFORE, in order to induce SUPPLIER to sell materials to CUSTOMER on credit, it is agreed as follows:

1. As to the materials to be supplied by SUPPLIER ("SUPPLIER MATERIALS"), which SUPPLIER is advised are intended for installation at the subject project, it is the intention of the parties that CONTRACTOR/OWNER, instead of making payments directly to CUSTOMER for the SUPPLIER MATERIALS, shall make unconditional payment for the SUPPLIER MATERIALS in The form of a check, with said check being payable jointly to CUSTOMER and SUPPLIER. SUPPLIER will sell and deliver SUPPLIER MATERIALS so long as (a) SUPPLIER is promptly paid as the indebtedness becomes due, (b) neither CUSTOMER nor CONTRACTOR/OWNER otherwise breach this Agreement, (c) CUSTOMER is not in default with SUPPLIER with regard to any other agreement, (d) CONTRACTOR/OWNER is not in default with SUPPLIER with regard to any other agreement. SUPPLIER may mail duplicate invoices to CONTRACTOR/OWNER, but is not obligated to do so, nor is SUPPLIER obligated to monitor the payments due SUPPLIER. CONTRACTOR/OWNER acknowledges that it is responsible to ascertain the correct amount due SUPPLIER. Payment terms are NET 45. Payment will be made by CONTRACTOR/OWNER in a timely manner each month by a check payable jointly to CUSTOMER and SUPPLIER. **THE CHECK WILL BE DELIVERED OR MAILED TO SUPPLIER AT ITS OFFICES AT 2110 ENTERPRISE BLVD, WEST SACRAMENTO, CALIFORNIA 95691.**
2. The parties hereto agree that the funds described in this Agreement owed to CUSTOMER from anyone or received by CUSTOMER to the extent those funds result from the labor or materials supplied by SUPPLIER shall be held in trust for the benefit of SUPPLIER ("TRUST FUNDS"). CUSTOMER agrees it has no interest in TRUST FUNDS held by anyone and to promptly account for and pay to SUPPLIER all such TRUST FUNDS. CUSTOMER irrevocably assigns to SUPPLIER any interest it may have in its TRUST FUNDS accounts receivable.
3. Payment by the CONTRACTOR/OWNER for the SUPPLIER MATERIALS shall be unconditional.
4. In the event (a) a joint check received pays for matters other than SUPPLIER MATERIALS (such as labor), or (b) if a joint check received by SUPPLIER is in an amount in excess of the amount to be paid to SUPPLIER by CUSTOMER pursuant to the agreement between SUPPLIER and CUSTOMER; and SUPPLIER then issues its own check, after the joint check clears, to CUSTOMER for that portion of the joint check, then the amount paid to CUSTOMER by SUPPLIER shall not constitute payment to SUPPLIER.
5. CUSTOMER hereby gives SUPPLIER and its agents and representatives the right and authority to endorse the name of the CUSTOMER on said check(s) and deposit said check(s) in the bank account of SUPPLIER.



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- 6. This agreement and its terms do not constitute payment, but constitutes security for payment of the above indebtedness. This Agreement does not relieve CUSTOMER of its responsibility to pay SUPPLIER its debts and obligations.
- 7. If there is a payment bond or bonds which have been executed by any person, firm or corporation, including any of the parties hereto under which SUPPLIER has or may have any right against any surety or principal, that entering into this Agreement and partially or fully performing thereunder by SUPPLIER shall not impair or affect any rights which SUPPLIER now has or pay hereafter have under such bond or bonds.
- 8. The execution of this Agreement and partial or complete performance of the Agreement shall not impair or affect any rights SUPPLIER has to claim on mechanic's or materialman's lien pursuant to the applicable laws.
- 9. All parties acknowledge that SUPPLIER is only selling materials, and is under no obligation to furnish labor on the above described project, and is under no obligation to fulfill any of CUSTOMER'S obligations under CUSTOMER'S contract with CONTRACTOR/OWNER.
- 10. SUPPLIER'S rights and remedies hereunder are cumulative and SUPPLIER may enforce one or more rights and remedies without waiving or relinquishing any other right or remedy.
- 11. The parties to this contract expressly agree that the laws of the State of California shall govern the validity, construction, interpretation and effect of this agreement.

AGREED AND ACCEPTED ON _____ BY:
(DATE)

CONTRACTOR/OWNER

Signature/Date: _____
 Print Name: _____
 Title: _____
 Address: _____
 City, State, Zip _____
 Phone #: _____
 Fax #: _____

CUSTOMER

Signature/Date: _____
 Print Name: _____
 Title: _____
 Address: _____
 City, State, Zip _____
 Phone #: _____
 Fax #: _____

SUPPLIER

Signature/Date: _____
 Print Name: _____
 Title: _____
 Address: _____
 City, State, Zip _____
 Phone #: _____
 Fax #: _____