

Orem 1505 West 130 South Orem, UT 84059 801.224.6050 Roosevelt 1810 West Highway 40 Roosevelt, UT 84066 435.725.0019 Richfield 2140 South Red Hills Dr. Richfield, UT 84707 435.979.0611 St. George 260 North 3050 East St. George, UT 84770 435.627.9510



## JOINT CHECK AGREEMENT

THIS JOINT CHECK AGREEMENT is entered into on between							
	(Owner/General Contractor), (Subcontractor), and MOUNTAINLAND SUPPLY LLC . (Supplier), for						
materials, equipment, and/or services provided for the following project:							
Project Name:							
Pro	ject Address:						
	Street	City	State Zip				
Building Permit or Project Number:		Is This Project Tax Exempt?	□ Yes □ No				
	► IN THE ESTIMATED AMOUNT OF:						
1.	1. At the request and for the benefit of Owner/General Contractor and Subcontractor, the Supplier shall provide materials to the Subcontractor for use in the above referenced project at existing prices and credit terms conditioned upon receipt of payment in accordance with those credit terms and this Agreement.						
2.	Owner/General Contractor shall make payment jointly to Subcontractor and Supplier for all materials provided by the Supplier for the project no later than thirty (30) days from the date of the Supplier's submittal of invoices to the Subcontractor for materials delivered. Supplier shall provide Owner/General Contractor with notification of invoices which have not been paid or a periodic statement of account.						
3.	. Subcontractor hereby assigns to the Supplier its right to payment under the contract with Owner/General Contractor for the purpose of securing all sums due to the Supplier for the Subcontractor for materials furnished at any time for use by the Subcontractor in performing its contract with the Owner/General Contractor. Owner/General Contractor acknowledges the assignment made by subcontractor to the Supplier for purposes of security.						
4.	The parties' obligations under this Agreement shall not be affected by any back-charge, set-off or claim that Owner/General Contractor has or may have against the Subcontractor for any reason other than the quality of the materials supplied by the Supplier to the Sub Contractor for this project.						
5.	Nothing in this Agreement shall be construed to make the Supplier a party to or responsible for the performance under the contract between the Owner/General Contractor and Subcontractor.						
6.	5. Nothing in this Agreement shall be construed to constitute a waiver, relinquishment or modification of rights which the Supplier may or shall have to other relief against the parties, the project, or based upon any other agreements or state or federal law rules, but rather the parties hereto specifically acknowledge the existence of such alternative forms of relief and the direct contractual nature of the rights between the parties hereto.						
0	WNER/GENERAL CONTRACTOR	SUB CONTRACTOR					
Company Name:		Company Name:					
В	y:	By:					
,	Signature Date	Signature	Date				
	Print Name Title	Print Name	Title				
	Phone Number (xxx-xxx-xxxx) Fax Number (xxx-xxx-xxxx)	Phone Number (xxx-xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	Fax Number (xxx-xxx-xxxx)				
SUPPLIER							
		Mailing Adduces	Cond to				
C	ompany Name: MOUNTAINLAND SUPPLY, LLC	Mailing Address:	Send to:				
В	y:						
	Signature Date						

Title

Print Name