



JOINT PAYMENT AGREEMENT

THIS AGREEMENT is entered into this _ day of _ 20_ , between
- (hereinafter referred to as "General Contractor"),
- (hereinafter referred to as "Subcontractor" and R & S
Supply Incorporated, (hereinafter referred to as "R & S").

WHEREAS,

- A. Certain improvements located at _ are being constructed by the General Contractor, and
- B. A contract exists between the General Contractor and the Subcontractor, providing for the provision and installation of certain plumbing and/or heating supplies and/or equipment (hereinafter referred to as "Materials") by the Subcontractor on behalf of the General Contractor, and
- C. R & S is to provide certain Materials to the Subcontractor for installation by the Subcontractor in the above described improvements in accordance with the terms of the aforementioned Contract, and
- D. R & S is not a party to the aforementioned Contract but requires assurance of payment for said Materials and equipment.

NOW, THEREFORE, the parties hereto, in consideration of their mutual promises, agree as follows:

1. In consideration for this Joint Payment Agreement, R & S agrees to provide certain Materials to the Subcontractor for installation by the Subcontractor for the benefit of the General Contractor in the above-described job in accordance with the terms of the aforementioned Contract.
2. But for the execution of this Agreement by the undersigned, R & S would not provide the Materials referenced in paragraph 1 above.
3. In consideration for R & S's agreement to provide certain Materials, the General Contractor agrees as follows:
 - a) General Contractor will accept the obligation and hereby specifically agrees to pay R & S in full if for any reason Subcontractor fails to make payment for said Materials within 30 days of the date R & S provides said Materials.
 - b) Prior to making a progress or final payment to the Subcontractor, the General Contractor will contact R & S to determine the amount owing for the Materials on the job. The General Contractor will thereafter issue a check for the said amount jointly payable to R & S and the Subcontractor. Any amount in excess of the Materials bill shall be paid directly to the Subcontractor.

4. The Subcontractor will promptly endorse and deliver to R & S all joint checks or vouchers issued by the General Contractor in accordance with the aforementioned provisions.
5. Upon receipt of such payment R & S shall release all equipment and material lien rights for that portion of the equipment and/or Materials encompassed in said payment.
6. If any party is required to retain counsel to collect under this Agreement or to enforce this Agreement, the prevailing party may collect reasonable costs and expenses, including attorney fees, from the party against which the collection is made or against which this Agreement is enforced.
7. Nothing in this agreement shall be construed to make R & S a party to the aforementioned Contract existing between the General Contractor and the Subcontractor, or to infer responsibility for the whole or partial performance thereof.

IN WITNESS THEREOF, the parties hereto have affixed their signatures.

(Name of General Contractor)

BY: _____
(Authorized Signature)

Printed or typed name and title

(Name of Subcontractor)

BY: _____
(Authorized Signature)

Printed or typed name and title

R & S SUPPLY INCORPORATED

BY: _____
(Authorized Signature)

Printed or typed name and title
