



JOINT CHECK AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows:

1. C. D. MOODY CONSTRUCTION COMPANY ("Contractor") is the general contractor on that certain project known as _____, which is located at _____ ("Project"), and which is being constructed for _____ ("Owner").

2. Contractor has entered a Subcontract Agreement dated the ____ day of _____, 200__ with _____ ("Subcontractor") for the performance of the following work on the project: _____.

3. _____ ("Vendor") is supplying the following materials to Subcontractor pursuant to a Purchase order or other contract dated _____, 200__ and for use in connection with Subcontractor's work on the Project: _____.

4. Subcontractor hereby requests Contractor to issue checks jointly payable to Subcontractor and Vendor for those amounts sought in Subcontractor's Payment Application, and reflecting the value of material furnished by Vendor to Subcontractor and for use on the project.

5. Contractor's agreement to issue such checks to conditioned upon the following:
(I) Subcontractor's submittal of an Application for Payment, consistent with the terms and conditions of the Subcontract, seeking payment of amounts owed by Subcontractor to Vendor and requesting the issuance of a check for such amount made jointly payable to Subcontractor and Vendor.
(II) Contractor's approval of the Subcontractor's Payment Application.
(III) Contractor's receipt of funds from the Owner to pay the referenced Application for Payment, including that portion sought to pay for the materials furnished by the Vendor.
(IV) The issuance by Vendor to Subcontractor of releases waiving any right to assert claims or liens arising out of the materials for which the joint check is requested. The occurrence of each of the foregoing shall constitute a condition precedent to Contractor's obligation to issue such checks.

6. Nothing contained herein shall relieve Subcontractor of its primary liability to Vendor for payment of amounts owed Vendor for materials furnished for use on the Project, and except as expressly stated herein, Contractor has no liability of any kind to Vendor.

7. All payments made pursuant to this Agreement shall constitute credits against the Subcontract Amount.

8. The total amount of all joint checks to be issued under this Agreement shall not exceed \$_____, and once said amount is reached, Contractor shall be under no obligation to issue any additional joint checks hereunder.

9. Checks issued hereunder shall be furnished to Subcontractor for its endorsement and distribution to Vendor.

SO AGREED this ____ day of _____, 200__.

CONTRACTOR:
C.D. MOODY CONSTRUCTION CO.

SUBCONTRACTOR:
_____ (Name)

By: _____
Name: C.D. Moody, Jr.
Title: CEO/President
Date: _____

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

VENDOR:
_____ (Name)

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

WITNESS the hand and seal of the Undersigned, as of the ____ day of _____, 200__.

Signed, sealed, sworn to and subscribed before the undersigned unofficial witness and notary public:

_____ (Notary Public)

My commission expires: _____

(NOTARY SEAL STAMP HERE)