



McELROY METAL JOINT CHECK PAYMENT AGREEMENT

Project Name _____
 Address _____ City _____ State _____ Zip _____
 Owner _____
 Address _____ City _____ State _____ Zip _____
 Phone _____ FAX _____
 General Contractor _____
 Address _____ City _____ State _____ Zip _____
 Phone _____ FAX _____
 Subcontractor _____
 Address _____ City _____ State _____ Zip _____
 Phone _____ FAX _____
 Supplier _____
 Address 1500 Hamilton Road City Bossier City State LA Zip 71111
 Phone (318) 747-8000 FAX (318) 747-8086

This agreement is made between the above listed General Contractor, Subcontractor, and Supplier for the purpose of (a) inducing the Supplier to furnish materials to the Subcontractor for the project, and (b) assuring that payment for said materials provided by the Supplier will be made payable jointly to both the Subcontractor and the Supplier, and assuring that the jointly payable payments will be mailed directly to the Supplier by the General Contractor.

THIS AGREEMENT BINDS THE GENERAL CONTRACTOR AND THE SUBCONTRACTOR TO THE FOLLOWING

1. All jointly payable checks made by the General Contractor on this project covering only materials provided by the suppliers shall be made payable to the Supplier and the Subcontractor.
2. **The General Contractor will mail joint check payments directly to the Supplier at the Supplier's address as shown above.**
3. The General Contractor will not withhold any retainage on any joint check payments covering any materials provided by the Supplier for this project.
4. The Subcontract hereby appoints the Supplier as its *Attorney in Fact* to sign its endorsement to the back of any jointly payable checks received from the General Contractor.
5. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and their respective heirs, executors, administrators, legal representatives, and successors, and assigns where permitted by this agreement. Supplier reserves all rights and remedies allowable by law to obtain payment due if said payment is not received above.
6. The balance under this agreement is not to exceed _____. If the balance of this project should exceed the figure noted, the difference is to be paid directly by the subcontractor.

Sign _____ Sign _____
 Owner/General Contractor Subcontractor
 Print _____ Print _____
 Authorized Officer/Title Authorized Office/Title
 Accepted By _____ Date _____
 Lance A. Miller
 Corporate Credit Manager

MANUFACTURING LOCATIONS

ADELANTO, CA	ASHBURN, GA	BOSSIER CITY, LA	CLINTON, IL	HOUSTON, TX	LEWISPORT, KY
MARSHALL, MI	MAUSTON, WI	MERKEL, TX	PEACHTREE CITY, GA	SUNNYVALE, TX	WINCHESTER, VA
