

IRREVOCABLE JOINT CHECK AGREEMENT

Date: _____

Project Name: _____
Address: _____
City: _____
State, Zip: _____

Material and equipment to be supplied by Slakey Brothers, Inc., (general description): _____

In consideration of Slakey Brothers, Inc., ("Slakey Brothers") supplying material and equipment to the Subcontractor for use on the Project as shown above, the price, for any and all material and equipment delivered or released by Slakey Brothers to the Subcontractor for use on the Project. Payment shall be by check or bank draft payable jointly to Slakey Brothers and Subcontractor. The Subcontractor shall endorse promptly all such checks and drafts to the order of Slakey Brothers and shall promptly delivery such checks and drafts to Slakey Brothers. (The Owner/ Contractor and Subcontractor authorize Slakey Brothers to endorse on behalf of the Subcontractor if Subcontractor is unable to promptly endorse such checks.) Upon each such payment being cleared by Slakey Brothers' bank, Slakey Brothers shall, at Owner's/Contractor' request, waive and/or release any and all Mechanics' Liens and Stop Notice rights on the project pertaining to the material and equipment for which such payment was received. After Slakey Brothers has been paid in full for all material and equipment supplied, it shall endorse such checks and drafts which it subsequently receives to the favor of and forward them to the Subcontractor. Nothing contained herein shall excuse nor alter in any fashion the obligation of Subcontractor to pay Slakey Brothers for material sold to Subcontractor.

The Subcontractor shall perform its obligations under its contract with Owner/Contractor in a timely and thorough manner, and in particular shall use and/or incorporate the materials and equipment hereunder in the Project in a timely manner.

Nothing contained in this Agreement shall be construed to imply that Slakey Brothers is a party to or has any obligations under the contract between the Owner/Contractor and the Subcontractor. Slakey Brothers shall not be responsible for and shall not be liable for any consequences, including but not limited to construction equipment ordered by the Subcontractor.

Should any litigation result from any dispute arising hereunder or in connection herewith, the Owner/Contractor and Subcontractor agree, jointly and severally, to pay all of Slakey Brothers' costs, including attorneys' fees, court costs and expenses of collecting any and all sums owed hereunder.

Agreed to by the parties herein below as of the date first noted above.

Owner/ Contractor

Print Name: _____
Address: _____
City, State, Zip: _____
Phone #: _____ Fax #: _____

Signature: _____
Title: _____
Date: _____
E-mail: _____

Subcontractor

Print Name: _____
Address: _____
City, State, Zip: _____
Phone #: _____ Fax #: _____

Signature: _____
Title: _____
Date: _____

Slakey Brothers, Inc.

Print Name: _____
Address: _____
City, State, Zip: _____
Phone #: _____ Fax #: _____

Signature: _____
Title: _____
Date: _____