

JOINT CHECK AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2011, is between _____ (hereinafter "SUBCONTRACTOR"), _____ (hereinafter "GENERAL CONTRACTOR/OWNER"), and FARNSWORTH WHOLESAL COMPANY (hereinafter "FARNSWORTH") (collectively the "Parties").

1. The Parties understand and agree that: (a) the undersigned signors are authorized agents of said companies and are duly empowered to enter into and make a binding agreement on behalf of their respective companies; (b) FARNSWORTH's standard terms and conditions of sale which appear on each of FARNSWORTH's invoices and the application for credit shall govern all sales of goods/materials from FARNSWORTH to SUBCONTRACTOR in accordance with its contract with GENERAL CONTRACTOR/OWNER.

2. The Parties agree that invoices hereafter submitted by FARNSWORTH to SUBCONTRACTOR covering materials purchased for use on the project known as: _____ (hereinafter the "Project") shall be made by check or checks jointly payable to SUBCONTRACTOR and FARNSWORTH. **All checks made jointly to Farnsworth Wholesale and Subcontractor shall be first delivered to FARNSWORTH, and upon presentment, SUBCONTRACTOR will then endorse said checks.** Moreover, should GENERAL CONTRACTOR/OWNER fail to first deliver the joint check to FARNSWORTH, and instead delivers the joint check first to SUBCONTRACTOR, GENERAL CONTRACTOR/OWNER shall be liable to FARNSWORTH for the amount of the joint check and shall issue immediately a single party check payable to FARNSWORTH for the amount shown upon the unpaid invoice(s).

3. Should SUBCONTRACTOR refuse to endorse any joint check tendered by GENERAL CONTRACTOR/OWNER, GENERAL CONTRACTOR/OWNER agrees to issue a single party check payable to FARNSWORTH for the amount shown upon the unpaid invoice(s) relating to the goods/materials furnished to and used by SUBCONTRACTOR for the Project.

4. The sole purpose of this Agreement is to provide for payment of invoices submitted by FARNSWORTH on its sales of goods/materials to SUBCONTRACTOR for use on the Project. This Agreement does not constitute an assignment of funds, and except to the extent payments are actually received, the execution of this Agreement and the taking of such joint checks shall not affect nor otherwise impair any bond, lien or other creditor rights and remedies which FARNSWORTH now has or may hereafter have arising from its sales to SUBCONTRACTOR of goods/materials for the Project. It is understood that this is a continuing Agreement applicable to the FARNSWORTH's invoice(s) and to any subsequent billing related to this Project.

5. The Parties acknowledge that monies owed under this Agreement, to the extent they are owed to FARNSWORTH, are in fact the property of FARNSWORTH, not the GENERAL CONTRACTOR/OWNER, and as such cannot be subject to attachment by a trustee in bankruptcy.

6. Duly authorized signors should promptly execute this Agreement in the spaces provided below and upon completion, return this Agreement to FARNSWORTH. An acknowledgment will be mailed to the Parties.

FARNSWORTH	SUBCONTRACTOR	GENERAL CONTRACTOR/OWNER
By: _____	_____	_____
Title: _____	By: _____	By: _____
	Title: _____	Title: _____