

JOINT PAYMENT AGREEMENT

Parties: _____ Hereinafter referred to as party A
(Owner-Builder or General Contractor)

Of: _____
(Address for party A)

(Subcontractor-Customer) Hereinafter referred to as party B

Of: _____
(Address for party B)

Of: **Material Supply Inc. 11700 Industry Ave. Fontana, CA 92337** Hereinafter referred to as MSI

Recitals:

Whereas, party A and party B have entered into a contract for the construction of improvements upon the project

known as: _____
(Job name)

Located at: _____ and
(Job address)

Whereas, party B is requesting MSI to furnish for said project heating and/or air conditioning equipment and related materials and/or supplies.

More particularly described as: _____

(Hereinafter referred to as equipment).

Provisions:

Now, therefore, in consideration of MSI furnishing said equipment for said project and other valuable consideration, party A and party B jointly and severally agree that payment to MSI for said equipment and/or materials shall be made within 60 days of invoice date to party B by MSI, and shall apply toward the total contract price of \$ _____.

Party A agrees to make payment for said equipment by issuance of a check made payable jointly to MSI and (name of party B)

_____. Party B agrees that such joint check payment shall be applied against party B's contract price with party A. Payment of this aforesaid amount shall be due at MSI place of business in Fontana, California.

In the event party A and party B, are for any reason, in disagreement as to monies due from party A to party B, at the time payment for the aforesaid equipment is due to MSI, as set forth heretofore, party A agrees that said monies so paid by party A to MSI shall be applied against party B's contract price with party A.

Nothing contained herein shall be construed to make MSI a party to, or in anyway responsible for any performance by either party A or party B, that may be required under the terms of the contract between party A and party B, nor shall anything herein contained be construed to obligate MSI to extend future credit or supply future requests for equipment, further, nothing herein contained shall be deemed to be a waiver of any rights of MSI to avail itself of any rights or remedies that may be afforded to MSI under the provisions of California civil code sections 3082 ET SEQ., or any other rights or remedies provided by the laws of the state of California or the laws of any state where this agreement may be executed and/or performed.

In the event of default in payment of any amount called for under this agreement party A and party B agree jointly and severally to pay MSI reasonable attorney's fees and costs incurred by MSI in enforcement of this agreement.

This agreement to be construed in accordance with the laws of the state of California.

MSI agrees to provide material releases equivalent to that portion of the monies received by way of joint check or direct payment from party A and/or party B, for equipment so furnished.

Material Supply, Inc

(Owner-Builder or General Contractor)

By: _____

By: _____
(Party A) Date

(Subcontractor-Customer)

Date: _____

By: _____
(Party B) Date