

# GLASSWERKS LA, INC

## JOINT CHECK PAYMENT REQUEST AND AGREEMENT

DATE: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_  
PROJECT ADDRESS: \_\_\_\_\_

To induce **Glasswerks L.A. Inc. (SUPPLIER)**, to supply material to \_\_\_\_\_ (SUBCONTRACTOR) for use on the subject project, we hereby request and agree that each and every check issued for glass, hardware & other related construction materials by CONTRACTOR to the aforementioned company be made jointly to the SUBCONTRACTOR named above, and **Glasswerks L.A. Inc.**, until you receive a final lien release from **Glasswerks L.A. Inc.** Payment terms existing between **Glasswerks L.A. Inc.**, and SUBCONTRACTOR shall prevail, unless payment terms based on SUBCONTRACTOR and CONTRACTOR contract terms are agreed to by **Glasswerks L.A. Inc.** in writing. A copy of the relevant page(s) of the contract must be attached to this request.

Nothing in this agreement shall be construed to make **SUPPLIER** a party to **CONTRACTOR'S** contract with **SUBCONTRACTOR** or responsible for the performance of **SUBCONTRACTOR'S** contract. Nor shall this agreement subject **SUPPLIER** to any back-charge **CONTRACTOR** may have against **SUBCONTRACTOR**. The parties agree that any dispute between **CONTRACTOR** and **SUBCONTRACTOR** relating to this project shall not involve **SUPPLIER** and its right to be paid for materials, supplies, and services manufactured for this project. This agreement does not substitute for, nor remove the terms or provisions of the credit agreement between **SUPPLIER** and **SUBCONTRACTOR**. **SUPPLIER** reserves the right to stop furnishing materials, supplies, and services on this project if **SUBCONTRACTOR** is not performing under the terms of its agreement with **SUPPLIER**. This agreement does not remove, waive, or release **SUPPLIER'S** rights to all Mechanics' Lien rights on the subject property.

The parties agree that retention of contract funds shall not reduce or offset any payments to **SUPPLIER**, and **SUPPLIER** shall, at all times, be entitled to the full amount of its invoices. The parties further agree that **SUPPLIER** may deliver copies of its invoices directly to **CONTRACTOR**.

The person signing this agreement certifies he/she is a sole proprietor, partner, or has the full corporate power, authority, and right to enter into this agreement and to perform the acts contemplated herein. This agreement does not remove, waive or release Glasswerks' rights to all Mechanics' Lien rights on the subject property. Telecopier or fax copier signatures on this agreement shall be effective, valid, and enforceable as if they were original signatures.

CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TEL: \_\_\_\_\_ FAX: \_\_\_\_\_  
BY \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE: \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

SUBCONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TEL: \_\_\_\_\_ FAX: \_\_\_\_\_  
BY \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE: \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

OWNER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TEL: \_\_\_\_\_ FAX: \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

LENDER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TEL: \_\_\_\_\_ FAX: \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

Estimated value of Glasswerks material to be supplied: \_\_\_\_\_. Shipments from Glasswerks to begin \_\_\_\_\_ and end approximately \_\_\_\_\_.

Accepted for Glasswerks L.A. Inc., (SUPPLIER).

By \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_

Rev 11/17/09

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