



JOINT CHECK PAYMENT REQUEST AND AGREEMENT

DATE: _____ PROJECT NAME: _____
PROJECT ADDRESS: _____

To induce Northwestern Industries-Arizona, Inc. dba GLASSWERKS YUMA (**SUPPLIER**), to supply material to _____ (**SUBCONTRACTOR**) for use on the project, we hereby request and agree that each and every check for glass, hardware & other related construction materials issued by the **CONTRACTOR** signing this Agreement to the **SUBCONTRACTOR** be made jointly to the **SUBCONTRACTOR** and to **SUPPLIER**, until you receive a final lien release from **SUPPLIER**. Payment terms existing between **SUPPLIER** and **SUBCONTRACTOR** shall prevail, unless otherwise agreed to in writing signed by **SUPPLIER**.

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. This agreement shall not subject the **SUPPLIER** to any back-charge **CONTRACTOR** may assert 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 services, materials, and supplies provided or 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 always be entitled to the full amount of its invoices. The parties further agree that **SUPPLIER** shall have the right, but not the obligation, to deliver copies of its invoices directly to **CONTRACTOR**.

The individual signing this agreement certifies he/she is a sole proprietor, partner, or employee of a corporation or LLC who has the authority to enter into this agreement and to perform the acts contemplated herein. This agreement does not remove, waive or release **SUPPLIER'S** rights to all Mechanics' Lien remedies and other statutory rights with respect to the subject Project real property. Fax, pdf, or other electronic copies of signatures on this agreement shall be effective, valid, and enforceable as if they were original signatures.

CONTRACTOR, PLEASE INSERT
YOUR INFORMATION BELOW:

COMPANY NAME: _____

TEL: _____ FAX: _____

TITLE: _____

SIGNATURE: _____

SUBCONTRACTOR, PLEASE INSERT
YOUR INFORMATION BELOW:

COMPANY NAME: _____

TEL: _____ FAX: _____

TITLE: _____

SIGNATURE: _____

SUPPLIER: Northwestern Industries-Arizona, Inc. dba GLASSWERKS YUMA

By: Lucy Castillo, Credit Manager _____