

JOINT PAYMENT AGREEMENT

This agreement made by and between:

_____, Owner or General Contractor hereinafter referred to as Party A,

_____, Contractor or Subcontractor hereinafter referred to as Party B, and

_____, Subcontractor or Supplier hereinafter referred to as Party C.

WHEREAS, Party A and Party B have entered into a contract for the construction of improvements upon the project known as:
(Name and address of the project)

and

WHEREAS, Party B is requesting Party C to furnish for said project, labor and/or materials, hereinafter referred to as "the Work,".

NOW, THEREFORE, in consideration of Party C furnishing the Work for said project, and other valuable consideration, Party A and Party B jointly and severally agree that payment to Party C for said Work shall be made within _____ days of invoice. Party A agrees to make payment for said Work by issuance of a check made payable jointly to Party C and Party B. Party B agrees that such joint check payment shall be applied against Party B's contract price with Party A. Payment of the aforesaid amount shall be due at Party C's place of business.

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 Work is due to Party C, Party A agrees to make full payment to Party C directly, in lieu of issuing a joint check, and Party B agrees that said monies so paid by Party A to Party C shall be applied against Party B's contract price with Party A.

Nothing contained herein shall be construed to make Party C a party to, or in any way 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 Party C to extend future credit or supply additional requests for Work. Further, nothing herein contained shall be deemed to be a waiver by Party C of any rights or remedies that may be afforded to Party C under the provisions of the UNIFORM COMMERCIAL CODE or any other rights or remedies provided by the Laws of the State of Florida.

In the event of a default in payment of any amounts called for under this Agreement, Party A and Party B agree jointly and severally to pay Party C reasonable attorney's fees and costs incurred by Party C in enforcement of this agreement.

This agreement is to be construed in accordance with the Laws of the State of Florida.

Party C agrees to provide Lien 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 Work so furnished.

By: _____ Date: _____
Party A

By: _____ Date: _____
Party B

By: _____ Date: _____
Party C