

Joint Check Agreement

Note: Your Company is the 1st Party, your customer is the 2nd Party and the customer of the 2nd Party is the 3rd Party.

Date: _____ Purchase Order Number: _____

Your Company _____ Your Customer (Party 2) _____

Your Company Address _____ Party 2 Company Address _____

Your Company City, ST, Zip _____ Party 2 Company City, ST, Zip _____

Gentlemen:

Your Company Name _____ (hereinafter "YCN") has been requested by 2nd Party _____ to furnish certain (specify: parts, components, etc.) on credit under purchase order number: _____ dated: _____. The project is identified by 3rd Party's _____ purchase order # _____, dated: _____.

2nd Party _____ and 3rd Party _____ understand and agree that: (1) 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; (2) "YCN" _____ standard terms and conditions of sale which appear on each of "YCN's" _____ invoice and the application of credit shall govern all sales of goods and/or equipment from "YCN" _____ to 2nd Party _____ in accordance with its contract with 3rd Party _____.

Applicable only to the products furnished by "YCN" _____ and as a condition precedent to furnishing said materials for use and incorporation in the aforementioned project, "YCN" _____ requests that until it is paid in full, all payments made or to be made by 3rd Party _____ to 2nd Party _____ with respect to said project, be made payable by check or checks jointly payable to 2nd Party _____ and "YCN" _____. It is understood that all payments shall be timely and in the form of an immediate and unconditional negotiable instrument. Upon issuance of a check by the 3rd Party _____, it shall be promptly endorsed by 2nd Party _____ and delivered to "YCN" _____. It is understood that this is a continuing Agreement applicable to the original purchase order and the "YCN's" _____ invoice(s) and to any subsequent billing related to this project only.

Should 2nd Party _____ refuse to endorse any joint check tendered by 3rd Party _____, then upon demand by "YCN" _____, 3rd Party _____ agrees to issue a single party check payable to "YCN" _____ for the amount shown upon the unpaid invoice (s) relating to the goods/materials furnished to and used by 2nd Party _____ under purchase order #: _____ dated: _____.

Notwithstanding any additional contract terms that may now or hereafter exist between 2nd Party _____ and 3rd Party _____, this agreement may not be altered or modified without the written consent of "YCN" _____ or its authorized representative.

This agreement will assist "YCN" _____ in fulfilling the requirements of 2nd Party _____ under its contract with 3rd Party _____ and is for the mutual protection of each party. In no way should it be interpreted as casting doubt on the ability, integrity or credit worthiness of any interested party. Duly authorized signors should promptly execute this Agreement in the spaces provided below and upon completion, return this original Joint Check Agreement to "YCN" _____. An acknowledgment will be mailed to you.

Your Company Name	2nd Party	3rd Party
_____	_____	_____
By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____