



JOINT CHECK AGREEMENT

Date: \_\_\_/\_\_\_/\_\_\_

TO: SOUTHERN MATERIALS COMPANY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Project Name \_\_\_\_\_

Project Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Customer Name \_\_\_\_\_

Customer Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Total Payments to SOUTHERN MATERIALS COMPANY Under this Agreement \$ \_\_\_\_\_

In order to induce you to sell materials to your above named Customer, for installation and use on the above identified Project, and in consideration of your furnishing materials to the said Customer, the undersigned Payor for said project covenants and guarantees to SOUTHERN MATERIALS COMPANY ("SOUTHERN MATERIALS COMPANY") the prompt and full payment to SOUTHERN MATERIALS COMPANY of all invoices for materials furnished upon said project within 45 days of the date they are submitted to the Customer. SOUTHERN MATERIALS COMPANY's invoices will be sent to the Customer, who in turn shall promptly invoice the Payor, if it has not previously done so. Past due amounts shall bear interest at 1 1/2% per month (18% APR) until paid in full. No terms or conditions of any agreement between Customer and Payor shall be effective to vary the terms of this agreement, or the terms and conditions of sale between Customer and SOUTHERN MATERIALS COMPANY. Payor agrees that its rights and obligations with respect to the materials provided by SOUTHERN MATERIALS COMPANY shall be subject to the terms and conditions of sale between SOUTHERN MATERIALS COMPANY and Customer. Under no circumstances whatsoever shall the Payor or Customer retain, withhold or otherwise backcharge, or take any credit or set-off against SOUTHERN MATERIALS COMPANY for any amount, or for any claim, without SOUTHERN MATERIALS COMPANY's express prior written agreement, duly executed by an officer of SOUTHERN MATERIALS COMPANY. The Payor's and Customer's obligation to promptly pay SOUTHERN MATERIALS COMPANY shall not be subject to, or relieved or excused by, any "liquidated damage", "pay when paid", "pay if paid", or other similar provision of any contract including any contract between the Payor and the Customer, without SOUTHERN MATERIALS COMPANY's express prior written agreement thereto duly executed by an officer of SOUTHERN MATERIALS COMPANY. Any such claim, set-off, credit or backcharge shall be promptly presented, in writing, to SOUTHERN MATERIALS COMPANY within thirty days of the event or discovery of the matter giving rise to such claim, set-off, credit or backcharge. If liability for such claim, set-off, credit or backcharge is accepted in writing by an officer of SOUTHERN MATERIALS COMPANY, SOUTHERN MATERIALS COMPANY will credit such claim, set-off, credit or backcharge to Payor's or Customer's account. If such claim, set-off, credit, or backcharge is rejected by SOUTHERN MATERIALS COMPANY, Payor's and Customer's sole remedy shall be to bring an action against SOUTHERN MATERIALS COMPANY for such claim, set-off, credit or backcharge as hereinafter provided. The undersigned Payor shall submit payment in the form of check(s) jointly payable to SOUTHERN MATERIALS COMPANY and the Customer, and shall obtain the endorsement thereof by the Customer and then forward the check(s) to SOUTHERN MATERIALS COMPANY. The total of payments to SOUTHERN MATERIALS COMPANY under this agreement shall be as set forth above.

This agreement shall be deemed to be a contract entered into and performable in Springfield, Missouri. It is agreed that any action provided for or relating to this agreement shall be brought exclusively in the state courts located in Greene County, Missouri, and the parties waive any objection to personal jurisdiction and venue in such courts. Customer and Payor expressly waive any right to remove such action to any Federal Court. In the event SOUTHERN MATERIALS COMPANY is the prevailing party in any action, Payor and Customer agree to pay SOUTHERN MATERIALS COMPANY's attorney's fees and costs incurred in such action.

It is understood that SOUTHERN MATERIALS COMPANY is not waiving or relinquishing any rights provided by law as a material man upon the project.

Payor

Customer

\_\_\_\_\_  
Print Name of Payor

\_\_\_\_\_  
Print Name of Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

Payor Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_