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Supply Company**
EXPERIENCE AND INNOVATION

- GLAZING SUPPLIES
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- METAL EXTRUSIONS
- DIACK STORE FIXTURES

4361 Firestone Blvd. South Gate, CA 90208 | Toll Free: (888) 295-4531 | Direct Line: (323) 968-2031 | Fax: (323) 336-8307 | fhc-usa.com

FHC JOINT CHECK PAYMENT REQUEST AND AGREEMENT

DATE _____ PROJECT NAME _____

PROJECT ADDRESS _____

To induce **Frameless Hardware Company (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 **Frameless Hardware Company**, until you receive a final lien release from **Frameless Hardware Company**. Payment terms existing between **Frameless Hardware Company**, and SUBCONTRACTOR shall prevail, unless payment terms based on **SUBCONTRACTOR** and **CONTRACTOR** contract terms are agreed to by **Frameless Hardware Company** 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 **Frameless Hardware Company's** 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.

PRIME CONTRACTOR

PHONE _____ FAX _____
BY _____ DATE _____
TITLE _____
SIGNATURE _____

SUBCONTRACTOR

PHONE _____ FAX _____
BY _____ DATE _____
TITLE _____
SIGNATURE _____

OWNER

PHONE _____ FAX _____
BY _____ DATE _____
TITLE _____
SIGNATURE _____

LENDER

PHONE _____ FAX _____
BY _____ DATE _____
TITLE _____
SIGNATURE _____

Estimated value of **Frameless Hardware Company** material to be supplied: _____.
Shipments from **Frameless Hardware Company** to begin _____ and end approximately _____.

Accepted for **Frameless Hardware Company (SUPPLIER)**.
BY _____ DATE _____ TITLE _____