



**JOINT CHECK AGREEMENT**

IN CONSIDERATION OF NATIONAL EXCELSIOR COMPANY "SUPPLIER" EXTENDING CREDIT FOR SALE OF \_\_\_\_\_ EQUIPMENT AND SUPPLIES THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 WHICH SHALL BE OF BENEFIT TO \_\_\_\_\_, "OWNER" FOR THE PROJECT LOCATED AT:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
STREET ADDRESS CITY STATE/ ZIP CODE

\_\_\_\_\_ "CHECK DRAWER" WILL MAKE JOINT PAYMENT TO SUPPLIER AND \_\_\_\_\_ "PURCHASER" WITHIN 45 DAYS FROM DATE OF SUPPLIER'S INVOICE TO PURCHASER. NO RETAINAGE WILL BE ALLOWED.

IF PAYMENT IS NOT RECEIVED WITHIN 60 DAYS OF INVOICE DATE A 2% MONTHLY SERVICE CHARGE WILL BE ASSESSED. ORDERS IN PROCESS WILL BE PLACED ON HOLD AND ANY PRODUCT IN ROUTE WILL BE RE-DIRECTED TO ONE OF SUPPLIER'S FACILITIES UNTIL ALL PAST DUE BALANCES ARE PAID IN FULL.

CHECK DRAWER GUARANTEES PAYMENT TO SUPPLIER IN THE EVENT OWNER FAILS TO PAY CHECK DRAWER. IF THIS MATTER IS REFERRED TO AN ATTORNEY OR 3<sup>RD</sup> PARTY COLLECTION AGENCY DUE TO FAILURE OF CHECK DRAWER TO MAKE PAYMENT, CHECK DRAWER WILL BE RESPONSIBLE FOR PAYING ANY COSTS OR FEES INCURRED BY SUPPLIER TO COLLECT THE OUTSTANDING DEBT.

SUPPLIER RETAINS ALL LIEN AND BOND RIGHTS UNTIL PAID IN FULL.

PURCHASER GRANTS SUPPLIER POWER OF ATTORNEY TO ENDORSE CHECKS OF CHECK DRAWER. CHECK DRAWER WILL SEND ALL PAYMENTS DIRECTLY TO SUPPLIER AT 18500 NORTH CREEK DRIVE, TINLEY PARK, IL 60477.

PURCHASER AND CHECK DRAWER AGREE THAT ALL FUNDS OWED TO PURCHASER AND CHECK DRAWER FROM ANYONE OR RECEIVED BY PURCHASER OR CHECK DRAWER, TO THE EXTENT THOSE FUNDS RESULT FROM MATERIALS SUPPLIED BY SUPPLIER, SHALL BE HELD IN TRUST FOR THE BENEFIT OF SUPPLIER AS "TRUST FUNDS". PURCHASER AND CHECK DRAWER AGREE THEY HAVE NO INTEREST IN TRUST FUNDS HELD BY ANYONE AND TO PROMPTLY ACCOUNT FOR AND PAY TO SUPPLIER ALL TRUST FUNDS.

THE AMOUNT OF THIS PROJECT WILL BE \$ \_\_\_\_\_.

ACCEPTED AND APPROVED BY CHECK DRAWER: \_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_  
PRINT NAME

ADDRESS: \_\_\_\_\_  
PHONE

ACCEPTED AND APPROVED BY PURCHASER: \_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_  
PRINT NAME

ADDRESS: \_\_\_\_\_  
PHONE



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PHONE

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PHONE