



Joint Check Agreement

WHEREAS, _____ "CUSTOMER" has asked Bee Line Ready Mix to extend credit to CUSTOMER so as to enable CUSTOMER to purchase materials to be, incorporated by CUSTOMER into a project commonly known as _____ located at _____ and _____.

WHEREAS, CUSTOMER has a contract with _____ who is either a contractor or an owner (CONTRACTOR/OWNER) to install said materials on said project; and

WHEREAS, CONTRACTOR/OWNER has also requested Bee Line Ready Mix to sell materials to CUSTOMER to enable CUSTOMER to furnish the materials CONTRACTOR/OWNER;

NOW, THEREFORE, In order to induce Bee Line Ready Mix to sell materials to CUSTOMER on credit. It is agreed as follows:

1. As to the materials to be supplied by Bee Line Ready Mix, which Bee Line Ready Mix is advised, are intended for incorporation into the subject project; It is the intention of the parties, CONTRACTOR/OWNER, that instead of making payments directly to CUSTOMER for the Bee Line Ready Mix materials, an unconditional payment is made for the Bee Line Ready Mix materials, in the form of a check. With said check, being payable jointly, to CUSTOMER and Bee Line Ready Mix. Bee Line Ready Mix will sell and deliver materials so as (1) Bee Line Ready Mix is paid promptly as the indebtedness becomes due, (2) neither CUSTOMER, nor CONTRACTOR/OWNER may otherwise breach this agreement. Bee Line Ready Mix may mail duplicate invoices to CONTRACTOR/OWNER. Payment will be made by CONTRACTOR/OWNER in a timely manner each month by check, payable jointly to CUSTOMER and Bee Line Ready Mix. The check will be mailed to: Bee Line Ready Mix, at PO Box 1612, Wylie, Texas 75098 or, delivered to its office at 11201 State Hwy 205 Lavon, TX 75166.

2. Payment by the CONTRACTOR/OWNER for the materials shall be unconditional. For example, but without limitation, payment shall be made regardless of whether, (1) CUSTOMER terminates or cancels the contract between CUSTOMER and CONTRACTOR/OWNER, (2) CONTRACTOR/OWNER terminates or cancels the contract between CONTRACTOR/OWNER and CUSTOMER, (3) CUSTOMER abandons the project, (4) a dispute or disputes arise between CUSTOMER and CONTRACTOR/OWNER, (5) any or all of the materials have not been incorporated, so long as Bee Line Ready Mix delivered the materials to CUSTOMER, (6) CUSTOMER files a petition seeking relief under the Bankruptcy Code, (7) creditors of CUSTOMER file an involuntary petition against CUSTOMER pursuant to the Bankruptcy Code, (8) a receiver is appointed over CUSTOMER or CUSTOMER'S assets, (9) and dispute arises between Bee Line Ready Mix and CUSTOMER, (10) and dispute arises between Bee Line Ready Mix and CONTRACTOR/OWNER, (11) any third party asserts a claim against CONTRACTOR/OWNER as to the funds payable hereunder. In the event CUSTOMER files a petition seeking relief under the Bankruptcy Code, or creditors of CUSTOMER file an involuntary petition against CUSTOMER pursuant to the Bankruptcy Code, or a receiver is appointed over CUSTOMER or CUSTOMER'S assets, the check(s) shall not be joint but shall instead be payable solely to Bee Line Ready Mix and shall reduce what indebtedness would otherwise be due to CUSTOMER by CONTRACTOR/OWNER.

3. CUSTOMER hereby gives Bee Line Ready Mix and its agents and representatives the right to endorse the name of CUSTOMER on said check and deposit said checks in the account of Bee Line Ready Mix.

4. This agreement and its terms do not constitute payment, but constitute security for payment of the above indebtedness. This agreement does not relieve CUSTOMER of its responsibility to pay Bee Line Ready Mix its debts and obligations.

5. If there is a payment bond or bonds which have been procured by any person, firm or corporation, including any of the parties hereto under which Bee Line Ready Mix has nor may have right against any surety or principal that entering into this agreement and partially or fully performing thereunder by Bee Line Ready Mix shall not impair or affect any rights which Bee Line Ready Mix now has or may hereafter have under such bond or bonds.

6. The execution of this agreement and partial or complete performance of this agreement shall not impair or affect any rights Bee Line Ready Mix has to claim a mechanic's or materialman's lien pursuant to the applicable laws.

7. All parties acknowledge that Bee Line Ready Mix is only selling materials, and is under no obligation to furnish labor on the above described project and is under no obligation to fulfill any of CUSTOMER'S obligations under CUSTOMER'S contract with CONTRACTOR/OWNER.

8. Bee Line Ready Mix's rights and remedies hereunder are cumulative and Bee Line Ready Mix may enforce one or more rights and remedies without waiving or relinquishing any other right or remedy.

9. The parties to this contract expressly agree that the laws of the State of Texas shall govern the validity, construction, interpretation and effect of this contract. The parties also agree that this contract is performable in _____, Texas.

Signed at _____, this _____ day of 20_____

Bee Line Ready Mix

By: _____

Its: _____

11201 State Hwy 205
Lavon, TX 75166

CUSTOMER

By: _____

Its: _____

Address: _____

CONTRACTOR/OWNER

By: _____

Its: _____

Address: _____

**PLEASE FAX ALL JOINT CHECK AGREEMENTS TO: CREDIT DEPARTMENT @ (214)295-9449
OR EMAIL TO forms@beelinereadymix.com**