

Joint Check Agreement

Instructions: Complete all the information requested below, sign the form, and return. Attachments with relevant information will be accepted. Forms without signature and/or missing information will not be accepted and/or may delay processing.

Job/Project Information			
Name:			
Address:			
City:	County:	State:	Zip:

General Contractor or Owner Information			
Name:			
Address:			
City:	County:	State:	Zip:
Phone:	Cell:	Email:	

Sub-Contractor/Customer Information			
Name:			
Address:			
City:	County:	State:	Zip:
Phone:	Cell:	Email:	

WHEREAS, _____ (from here on known as "CUSTOMER"), has asked, **CAPA, DBA Rio Valley Pipe, LLC; Magic Valley Concrete, LLC; and/or Upper Valley Materials, LLC;** (from here on known as "SUPPLIER") to extend credit to "CUSTOMER" so as to enable "CUSTOMER" to purchase materials, furnish labor, and/or equipment to be incorporated by "CUSTOMER" into the above referenced job/project; WHEREAS, "CUSTOMER" has a contract with _____, who is either a Contractor or an Owner (from here on known as "CONTRACTOR/OWNER") to install said materials, furnish labor, and/or equipment on and for said project; and WHEREAS, "CONTRACTOR/OWNER" has also requested "SUPPLIER" to sell materials to "CUSTOMER" to enable "CUSTOMER" to furnish materials, furnish labor, and/or equipment to "CONTRACTOR/OWNER"; now, THEREFORE, in order to induce "SUPPLIER" to sell materials to "CUSTOMER" on credit, it is agreed to as follows:

1. As to the materials to be supplied by "SUPPLIER", which "SUPPLIER" is advised are intended for incorporation into the subject job/project, it is the intention of the parties that the "CONTRACTOR/OWNER", instead of making payments directly to "CUSTOMER" for the "SUPPLIER" materials, make unconditional payment for the "SUPPLIER" materials in the form of a check, with said check being payable jointly to "CUSTOMER" and "SUPPLIER". "SUPPLIER" will sell materials, plus freight, if required, as long as: a) "SUPPLIER" is promptly paid as the indebtedness becomes due. Payments being due and payable on the 10th of the following month from the date of the invoice or billing statement to "CUSTOMER". Finance charges will also accrue commencing the day after the Payment Due Date on any unpaid balance, and will continue until balance is paid in full before final release of lien will be issued. Finance Charges will be assessed at the rate of 18% per annum, or 1.5% per month. Payment may be delivered or mailed to "SUPPLIER'S" Corporate office located at 3609 W Palma Vista Drive, Palmview, Hidalgo County, Texas, 78572.
2. Neither "CUSTOMER" nor "CONTRACTOR/OWNER" breaches this Agreement.
3. "CUSTOMER" is not in default with "SUPPLIER" with regard to any other Agreement.
4. Payment by the "CONTRACTOR/OWNER" for the material, labor, and/or equipment shall be unconditional. For example, but without limitation, payment shall be made regardless of whether:
 - a. "CUSTOMER" terminates or cancels the contract between "CUSTOMER" and "CONTRACTOR/OWNER"
 - b. "CONTRACTOR/OWNER" terminates or cancels the contract between "CUSTOMER" and "CONTRACTOR/OWNER"
 - c. "CUSTOMER" abandons the job/project
 - d. A dispute or disputes arise between "CUSTOMER" and "CONTRACTOR/OWNER", "CUSTOMER" and "SUPPLIER", or "SUPPLIER" and "CONTRACTOR/OWNER"
 - e. Any or all of the materials have not been incorporated and/or equipment has not been used, so long as the "CUSTOMER" has taken possession of said materials
 - f. "CUSTOMER" files a petition seeking relief under the Bankruptcy Code
 - g. Creditors of the "CUSTOMER" file an involuntary petition against the "CUSTOMER" pursuant to the Bankruptcy Code
 - h. A Receiver is appointed over the "CUSTOMER" or "CUSTOMER'S" assets
 - i. Any third party asserts a claim against "CUSTOMER/OWNER" as to the funds payable hereunder
 - j. In the event items (f), (g), (h), and/or (i) occur, the check(s) for payment shall not be joint, but shall instead be payable solely to the "SUPPLIER" to reduce what indebtedness would otherwise be due to "CUSTOMER" by "CONTRACTOR/OWNER"

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- k. Any discrepancies that may arise due to poor workmanship on the part of other parties, and not that of the "SUPPLIER", and not related to the quality of the materials provided.
5. "CUSTOMER" hereby gives the "SUPPLIER" and its agents and/or representatives the right to endorse the name of the "CUSTOMER" on said check(s) and deposit said check(s) in the "SUPPLIER'S" account.
 6. This agreement and its terms do not constitute payment, but constitute security of payment for the stated indebtedness. This agreement does not relieve "CUSTOMER" of responsibility to pay "SUPPLIER" its debts and obligations.
 7. 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 "SUPPLIER" shall not impair or affect any rights which "SUPPLIER" now has or may hereafter have under such bond or bonds.
 8. The execution of this agreement and partial or complete performance of this agreement shall not impair or affect any rights "SUPPLIER" has to claim a Mechanic's or Materialman's lien pursuant to the applicable laws.
 9. "SUPPLIER'S" rights and remedies hereunder are cumulative and "SUPPLIER" may enforce one or more rights and remedies without waiving or relinquishing any other right or remedy.
 10. The parties of 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.

This Agreement is for the approximate amount of: \$ _____

Signed this _____ day of _____, _____.

"Sub-Contractor/Customer"

Signature: _____

Print Name: _____

Job Title: _____

"CONTRACTOR/OWNER"

Signature: _____

Print Name: _____

Job Title: _____

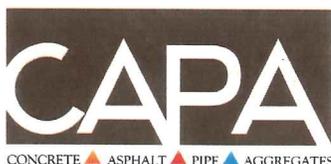
"SUPPLIER"

Signature: _____

Print Name: Larry Hinojosa

Job Title: Sales Coordinator

Fax completed form and any accompanying document(s) to: (956) 583-2086 or Email: sales@capatexas.com



DBA: Rio Valley Pipe LLC | Magic Valley Concrete LLC | Upper Valley Materials LLC
Sales & Corporate Office
3609 W Palma Vista Dr | Palmview, TX 78572
P: (956) 432-0600 | Sales Fax: 956-583.2086
Sales Email: sales@capatexas.com | Web: www.capatexas.com