

JOINT PAYMENT AGREEMENT

This agreement, entered into this _____ day of _____, _____ between _____ herein after called the Subcontractor and _____ herein after called the General Contractor and General Metals Mfg. & Supply Co., witnesseth (a) whereas a building or additions known as _____, located at _____ is being erected by the General Contractor and (b) a contract dated _____ between the General Contractor and the Subcontractor, providing for the installation of heating and/or cooling systems by the Subcontractor, for and on behalf of the General Contractor, exists, and (c) General Metals Mfg. & Supply Co. is to furnish; HVAC MATERIALS under an agreement with the Subcontractor in the above described project. Such agreement called for a total amount of \$_____ to General Metals Mfg. & Supply Co. (d) General Metals Mfg. & Supply Co. is not a party to the contract between the General Contractor and the Subcontractor but requires assurance of payment for said installation and/or furnishing of heating and/or cooling systems by General Metals Mfg. & Supply Co. under its agreement with Subcontractor.

Now, therefore, the parties hereto in consideration of their mutual promises, agree as follows:

1. All checks, drafts or other forms of payment made to the Subcontractor by the General Contractor on account of materials and equipment furnished by General Metals Mfg. & Supply Co. will be issued from time to time up to the total amount of \$_____ for the equipment and materials furnished by General Metals Mfg. & Supply Co. to the project described in (a) above as such are delivered to the job, and shall be payable jointly to the Subcontractor and General Metals Mfg. & Supply Co. in such manner as to require the signature of both payees for negotiation. Such checks shall not also include payment for work done by others on the project. 2. Upon General Metals Mfg. & Supply Co.'s receipt of such payment first duly endorsed by Subcontractor, General Metals Mfg. & Supply Co. shall release in writing all liens held by it against the premises for that portion of General Metals Mfg. & Supply Co. materials and equipment encompassed by such payment. 3. Nothing in this agreement shall be construed to make General Metals Mfg. & Supply Co. a party to the contract existing between the General Contractor and the Subcontractor nor infer responsibility of General Metals Mfg. & Supply Co. for the whole or partial performance thereof.

All undersigned parties agree that General Metals Mfg. & Supply Co. may, at its option, inform any and/or all parties to this agreement of amounts charged to this account and/or balances due.

In witness whereof, the parties have affixed their signatures to day and year first above written.

Sub Contractor Address:

BY: _____

General Contractor Address:

BY: _____

GENERAL METALS MFG. & SUPPLY CO.
Supplier Address:
2727 W. Weldon Ave., Phoenix, AZ 85017

BY: _____