

Glasswerks LA, Inc.

n CUSTOM FABRICATION n ARCHITECTURAL & INDUSTRIAL TEMPERING
n LAMINATED GLASS n INSULATED GLASS n MIRRORS n SPANDREL
n GLASS DOORS n ENTRIES n CUT-SIZE n CASE GOODS

JOINT CHECK PAYMENT REQUEST AND AGREEMENT

Date: _____ Project: _____

To induce **GlassWerks L.A., Inc.** to supply material to _____
(**SUBCONTRACTOR**) for use on the subject project. We hereby request and agree that each and every check issued for glass by **CONTRACTOR** to the aforementioned company be made jointly to the **SUBCONTRACTOR** named above, and **GlassWerks L.A., Inc.** until you receive a final lien release from **GlassWerks L.A., Inc.** **GlassWerks L.A., Inc.** reserves the right to approve or disapprove payment terms based on contract terms. 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 backcharge **CONTRACTOR** may have against **SUBCONTRACTOR**. The parties agree that any dispute between **CONTRACTOR** and **SUBCONTRACTOR** relating to this project shall not involve **SUPPLIER** and it's right to be paid for materials, supplies, and services furnished to the 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 it's agreement with **SUPPLIER**. This agreement does not remove, waive, or release **SUPPLIER'S** rights to all Mechanics' Lien fights on the subject property.

The parties agree that retention of contract funds shall not reduce or offset any payment to **SUPPLIER**, and **SUPPLIER** shall, at all times, be entitled to the full amount of it's 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 GlassWerks' 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.

CONTRACTOR:

Tel () _____ - _____ Fax() _____ - _____

By _____ Date _____

Title: _____

Signature: _____

OWNER:

Tel () _____ - _____ Fax () _____ - _____

Signature: _____

SUBCONTRACTOR:

Tel() _____ - _____ Fax() _____ - _____

By _____ Date _____

Title: _____

Signature: _____

LENDER:

Tel () _____ - _____ Fax () _____ - _____

Signature: _____

Estimated value of GlassWerks material to be supplied: _____

Shipped from GlassWerks to begin _____, and end approximately _____

Accepted for GlassWerks L.A., Inc.

By: _____ Date: _____ Title: _____