

Joint Check Agreement

Date: _____

Purchase Order Number: _____

Coastal HVAC Supply, Inc.

51 Esplanade Drive, Suite 100

Houston, TX 77060

Gentlemen:

Coastal HVAC Supply (hereinafter "CHS") has been requested by _____ to furnish HVAC supplies on credit under purchase order number: _____ dated: _____. The project is identified by _____ purchase order # _____, dated: _____.

_____ and _____ understand and agree that: (1) the undersigned signors are authorized agents of said companies and are duly empowered to enter into and make a binding agreement on behalf of their respective companies; (2) "CHS" standard terms and conditions of sale which appear on each of "CHS's" invoice and the application of credit shall govern all sales of goods and/or equipment from "CHS" to _____ in accordance with its contract with _____.

Applicable only to the products furnished by "CHS" and as a condition precedent to furnishing said materials for use and incorporation in the aforementioned project, "CHS" requests that until it is paid in full, all payments made or to be made by _____ to _____ with respect to said project, be made payable by check or checks jointly payable to _____ and Coastal HVAC Supply. It is understood that all payments shall be timely and in the form of an immediate and unconditional negotiable instrument. Upon issuance of a check by the _____, it shall be promptly endorsed by _____ and delivered to "CHS". It is understood that this is a continuing Agreement applicable to the original purchase order and the "CHS's" invoice(s) and to any subsequent billing related to this project only.

Should _____ refuse to endorse any joint check tendered by _____, then upon demand by "CHS". _____ agrees to issue a single party check payable to "CHS" for the amount shown upon the unpaid invoice (s) relating to the goods/materials furnished to and used by _____ under purchase order #: _____ dated: _____.

Notwithstanding any additional contract terms that may now or hereafter exist between _____ and _____, this agreement may not be altered or modified without the written consent of "CHS" or its authorized representative.

This agreement will assist "CHS" in fulfilling the requirements of _____ under its contract with _____ and is for the mutual protection of each party. In no way should it be interpreted as casting doubt on the ability, integrity or credit worthiness of any interested party. Duly authorized signors should promptly execute this Agreement in the spaces provided below and upon completion, return this original Joint Check Agreement to "CHS". An acknowledgment will be mailed to you.

Coastal HVAC Supply

Phone # _____

Phone # _____

Phone # _____

By: _____

By: _____

By: _____

Title: _____

Title: _____

Title: _____