

# Arizona Air Products, INC

242 S. OLSEN AVE. TUCSON, AZ. 85719 MAIN: 520-882-8000 FAX: 520-882-8075

Account # \_\_\_\_\_ Salesman # \_\_\_\_\_ Date: \_\_\_\_\_

JOB INFORMATION SHEET: Please be advised that all parties concerned will be receiving a Preliminary Notice regarding this job. A Preliminary Notice is not a lien but does help secure the lien rights of Arizona Air Products, INC should payment not be made in a timely matter. Completing this form does not guarantee that a job account will be approved or that Preliminary Notice will be required. This information is needed to make a determination if a notice is required.

CUSTOMER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

JOB NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
LOT NUMBER (s): \_\_\_\_\_  
CONTACT #: \_\_\_\_\_ PO#: \_\_\_\_\_

APPROXIMATE DELIVERY DATE: \_\_\_\_\_  
ESTIMATED COMPLETION DATE: \_\_\_\_\_  
ESTIMATED AMOUNT TO BE PURCHASED FROM ARIZONA AIR PRODUCTS: \_\_\_\_\_

OWNER OF PROPERTY: \_\_\_\_\_  
MAILING ADDRESS FOR OWNER: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

GENERAL CONTRACTOR: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

THIS IS A PUBLIC JOB YES \_\_\_\_\_ NO \_\_\_\_\_  
BONDING COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ST: \_\_\_\_\_  
ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
BOND NUMBER: \_\_\_\_\_

# Arizona Air Products

Address: 242 S. Olsen Ave. Tucson, AZ 85719 Phone: (520) 882-8000 Fax (520) 882-8075

## JOINT CHECK AGREEMENT

This AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_; is between

\_\_\_\_\_ (hereinafter "SUBCONTRACTOR"), \_\_\_\_\_ (hereinafter

"GENERAL CONTRACTOR/OWNER"), and Arizona Air Products, INC (hereinafter "Arizona Air Products") (collectively the "Parties").

1. The Parties understand and agree that: (a) 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; (b) Arizona Air Products' standard terms and conditions of sale which appear on each of Arizona Air Products' invoices and the application for credit shall govern all sales of goods/materials from Arizona Air Products to SUBCONTRACTOR in accordance with its contract with GENERAL CONTRACTOR/OWNER.

2. The Parties agree that invoices hereafter submitted by Arizona Air Products to SUBCONTRACTOR covering materials purchased for use on the project known as: \_\_\_\_\_ (hereinafter the "Project") shall be made by check or checks jointly payable to SUBCONTRACTOR and Arizona Air Products. **All check made jointly to Arizona Air Products and Subcontractor shall be first delivered to Arizona Air Products, and upon presentment, SUBCONTRACTOR will then endorse said checks.** Moreover, should GENERAL CONTRACTOR/OWNER fail to first deliver the joint check to Arizona Air Products, AND INSTEAD DELIVERS THE JOINT CHECK FIRST TO SUBCONTRACTOR, GENERAL CONTRACTOR/OWNER shall be liable to ARIZONA AIR PRODUCTS for the amount of the joint check and shall issue immediately a single party check payable to ARIZONA AIR PRODUCTS for the amount shown upon the unpaid invoice(s).

3. Should SUBCONTRACTOR refuse to endorse any joint check tendered by GENERAL CONTRACTOR/OWNER, GENERAL CONTRACTOR/OWNER agrees to issue a single party check payable to ARIZONA AIR PRODUCTS for the amount shown upon the unpaid invoice(s) relating to the goods/materials furnished to and used by SUBCONTRACTOR for the Project.

4. The sole purpose of this Agreement is to provide for payment of invoices submitted by Arizona Air Products on its sales of goods/materials to SUBCONTRACTOR for use on the Project. This Agreement does not constitute an assignment of funds, and except to the extent payments are actually received, the execution of this Agreement and the taking of such joint checks shall not affect nor otherwise impair any bond, lien or other creditor rights and remedies which Arizona Air Products now has or may hereafter have arising from its sales to SUBCONTRACTOR of goods/materials for the Project. It is understood that this is a continuing Agreement applicable to the Arizona Air Products' invoice(s) and to any subsequent billing related to this Project.

5. The Parties acknowledge that monies owed under this Agreement, to the extent they are owed to Arizona Air Products, are in fact the property of Arizona Air Products, not the GENERAL CONTRACTOR/OWNER, and as such cannot be subject to attachment by a trustee in bankruptcy.

6. Duly authorized signors should promptly execute this Agreement in the spaces provided below and upon completion, return this Agreement to Arizona Air Products. An acknowledgement will be mailed to the Parties.

Arizona Air Products

SUBCONTRACTOR

GENERAL CONTRACTOR/OWNER

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_