

Joint Check Authorization and Assignment of Benefits Agreement

I, _____ (hereinafter "Customer"), intend to purchase landscape materials from KMI (hereinafter "KMI"), for an estimated amount of \$ _____. Customer hereby promises to pay KMI the amount of any unpaid invoices for the following job:

Job Name: _____ Type of Project: _____

Job Site Address or Cross Streets: _____ City: _____ State: _____ Zip: _____

Lots, Units or Buildings: _____

Total Amount of Landscape Contract \$ _____

Est. Amount for Plants, Landscape Products, Mulch, Etc., \$ _____

Date to Start Landscape: _____ Completion Date: _____

Billing: Customer's invoices are to be submitted to the general contractor by the _____ day of the month.

General Contractor will pay invoices by the _____ day of the month. Billing Contact: _____ Phone: _____

In Consideration of the extended payment plan and credit extended Customer by KMI, Customer agrees to the following terms and conditions:

1. Customer hereby authorizes the General Contractor to issue joint checks payable to the order of Customer and KMI.
2. Customer hereby authorizes the General Contractor to verify the amounts due on this contract with KMI prior to issuing the joint checks.
3. Customer hereby assigns to KMI Customer's benefits under its contract with the General Contractor, including, but not limited to, any rights of action it may have against the General Contractor and/or Owner.
4. Customer hereby agrees to pay all service charges, collection costs and reasonable attorneys and/or legal fees should legal action be necessary to collect this debt.
5. Customer hereby agrees to pay the amount due, in full, within agreed terms of KMI and in accordance to the Prompt Pay status of Arizona, regardless of whether General Contractor has paid.
6. Customer hereby agrees that KMI may retain all joint check proceeds until Customer's account, including interest charges and all collect costs, are paid in full.
7. Customer hereby agrees to endorse all said joint checks to the order of KMI. In the event the Customer fails to endorse the instrument, KMI is irrevocably appointed attorney for the Customer with full power to make such endorsements.
8. All joint checks will be delivered directly to KMI. KMI will notify Customer of the receipt of the instrument and request Customer to endorse the instrument. If the Customer fails to endorse the instrument within 5 days of notification by KMI, KMI shall endorse the instrument, as attorney for Customer, pursuant to paragraph 7 above and credit Customer's account in the amount of the check received.
9. In the event of a breach of any terms of this Agreement by either the Customer or General Contractor, all accounts due to KMI by Customer shall, without notice of demand, become immediately due and payable.
10. Customer hereby irrevocably appoints KMI its attorney, with power of substitution and revocation, at the expense of the Customer, to use all lawful means for the recovery of the money due or to become due pursuant to the terms of the contract between Customer and General Contractor. This power of attorney shall not be affected by the disability or incompetence of the Customer.
11. This Agreement shall be binding upon the successors and assigns of the Customer and the General Contractor and shall inure to the benefits of KMI and its successors and assigns.
12. This Agreement may only be modified upon the written agreement of KMI, the General Contractor and the Customer.

I hereby agree to the above terms and conditions:

I hereby agree to the above terms and conditions:

Landscape Contractor

Landscape Contractor

Address

Address

City State Zip

City State Zip

Phone Alternative Phone

Phone Alternative Phone

Authorized Signature

Authorized Signature

Print Authorized Name and Title

Print Authorized Name and Title

Date

Date