

**SAMPLE FOR CONTRATOR OF PROVISION
FOR ONLY ONE ACCOUNT BETWEEN
CONTRACTOR AND SUBCONTRACTOR**

Subcontractor expressly and specifically agrees and understands that it has a single business account with Contractor and that any and all payment rights or liabilities or payment duties and obligations by and between Contractor and Subcontractor under any and all agreements, contracts, subcontracts, whether oral or written, arise out of and are strictly limited to said single business account. Subcontractor therefore expressly and specifically agrees and understands that Contractor shall have the absolute right to set off against any sums, monies, or amounts due or owing to Subcontractor all claims, debts, costs, expenses, damages, liabilities or other obligations which Contractor has incurred or might incur as a result of any acts, omissions, breaches, or negligence by Subcontractor arising out or related to any and all agreements, contracts, subcontracts, whether oral or written, by and between Contractor and Subcontractor, the Subcontract referenced herein or governed hereby, the Project, any other construction Project or Projects, or any other matters or dealings of any kind between Contractor and Subcontractor.