SUBCONTRACT

(Under Construction or Equipment Contracts)

AGREEMENT *made this* _____ *day of* _____ *20* ____ *, by and*

between _____ *a (partnership, indi-*

vidual, corporation) thereinafter called the "Contractor" and _____

_____ *of* _____

(hereinafter called the "Subcontractor").

   WHEREAS, *the Contractor has entered into a Construction Contract or Equipment*

Contract hereinafter called the "Contract") dated _____ *,20* ____ *with*

_____ *(hereinafter*

called the "Owner") Providing for _____

_____

_____

in a project bearing Rural Utilities Service designation _____

_____ *; and*

   WHEREAS, *the Contractor and the Subcontractor desire that all of the Contractor's*
obligations with regard to certain work under the Contract be performed by the Sub-
contractor;

   NOW, THEREFORE, *in consideration of the mutual undertakings herein contained,*
the parties hereto agree as follows:

   SECTION 1. *The Subcontractor agrees to perform the Contractor's obligations*
under the Contract which, by this reference, is made a Part hereof as though set
out in its entirety with respect to:

_____

_____

_____

_____

_____

   SECTION 2. *The Subcontractor agrees that all of the work to be done hereunder*
shall be carried out as directed by the Engineer of the Owner in full accordance with
the terms and provisions of the Contract.

   SECTION 3. *The Subcontractor shall maintain all insurance required under the*
Contract and shall hold the Contractor and the Owner harmless from any and all claims
for injuries to persons or for damage to property happening by reason of any negligence,
default or misconduct on the part of the Subcontractor, his agents or employees during
the Performance of this Agreement.

SECTION 4. *The Contractor agrees to pay the Subcontractor for the performance of the work hereunder the sum of* _____

_____ $ _____ *Payable as follows:*

_____

_____

_____

SECTION 5. *The work to be Performed hereunder shall be completed to the satisfaction of the Contractor and the Owner within the time specified in the Contract. In the event additions to or alterations in the work to be performed hereunder are made necessary by changes in the Contract, the Subcontractor agrees to perform such additional or alternative work in the same manner and under the same terms and conditions as the Contractor would be required so to*

SECTION 6. *Upon approval of this Agreement by the Owner, the surety company, if any (hereinafter called the "Surety") furnishing the Performance Bond required by the Contract, and the Administrator of the Rural Utilities Service (hereinafter called the "Administrator"), the Subcontractor shall, if required by Contractor, furnish to the Contractor a Performance Bond in form and substance satisfactory to the Contractor.*

SECTION 7. *This agreement shall not become effective until consented to and approved in writing by the Owner, the Surety if any, and the Administrator; provided, however, that consent to and approval hereof by the Owner and the Administrator shall in no way operate to release the Contractor from the Contractor's duties and obligations to the Owner under the Contract or operate to release the Surety if any, from its obligations under the Performance Bond required by and relating to the Contract.*

IN WITNESS WHEREOF, *the Parties hereto have executed this Agreement the day and year first above written.*

_____   _____
          CONTRACTOR   **SUBCONTRACTOR**

By _____   *By* _____
             TITLE   **TITLE**

CONSENTED TO AND APPROVED:

                                         _____

[SEAL]   **OWNER**

                                  By _____
_____   **PRESIDENT**
             DATE

CONSENTED TO AND APPROVED:

                                         _____

[SEAL]   **SURETY COMPANY***

                                  By _____
_____
             DATE
_____
[Attach power of attorney in favor of person signing for Surety.]*

RUS FORM 282 (*Rev. 11-53)*