**CERTIFICATE OF SELLER**

**AND INDEMNITY AGREEMENT**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | | | | | | | | *, certifies that* | |
| *he is the* |  | | | | | | | | | *of* |
|  | **TITLE OR DESIGNATION** | | | | | | | |  | |
|  | | | | | | | | | *, the Seller,* | |
|  | **NAME OF SELLER** | | | | | | | |  | |
| *in a contract No. No.o.* | | |  | *dated* |  | *entered into between the* | | | | |
| *Seller and* | |  | | | | | *, the Buyer, for the* | | | |
|  | | **NAME OF RUS BUYER** | | | | |  | | | |
| *furnishing, delivery, and installation of* | | | | |  | | | *equipment and* | | |

*Materials (hereinafter called the Project), which bears the Rural Utilities Project Designation*

|  |  |
| --- | --- |
|  | *: and that he is authorized to and does make* |

*this Certificate on behalf of the Seller in order to induce the Rural Utilities Service to advance moneys to the Buyer for the purpose of payment by the Buyer to the Seller and to induce the Buyer to make payment to the Seller, in accordance with the provisions of the Contract.*

*Undersigned further certifies that all persons who have furnished labor in connection with the Project have been paid in full; that all manufacturers, materialmen and subcontractors which furnished any materials or services, or both, for the Project have been paid in full; that no lien have been filed against the Project and no person has any right to claim any lien against the Project.*

If the Buyer pays the Seller the total amount due under the Contract, which the

Seller agrees is $ , including $ for taxes paid by the Seller, the Seller will indemnify and hold harmless and does hereby undertake and agree to indemnify and hold harmless the Buyer from any claim or lien arising out of the performance of the Contract which may have been or may be filed against the Buyer.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| **DATE** | |  | **SIGNATURE OF SELLER** |