

**ENGINEERING SERVICE CONTRACT
SPECIAL SERVICES - TELEPHONE**

AGREEMENT made as of _____, 20____, between, _____

_____ (hereinafter called the "Owner") and
_____ (hereinafter called
the "Engineer").

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

ARTICLE I

General

The Engineer shall render diligently and competently the engineering services described in Article II, upon the terms and conditions herein stated.

ARTICLE II

Services

The Engineer will perform the following services in an expeditious manner: _____

It is agreed, without limiting the generality of the foregoing, that all drawings, designs, specifications and other incidental engineering work or materials, furnished by the Engineer hereunder shall be and remain the property of the Owner.

All services to be rendered hereunder shall be subject to the direction and approval of the Owner.

ARTICLE III

Compensation

The owner shall pay the Engineer for services performed hereunder a sum equal to the out-of-pocket expense of the Engineer, plus _____ percent (____%) thereof; plus subsistence expense, if any, paid to (or on behalf of)

employees, plus reasonable transportation cost of employees; plus the cost of prints, and telephone and telegraph expenses; plus reasonable rental for the test equipment owned or leased by the Engineer; which sum shall be due and payable ten (10) days after approval by the Owner of the services performed hereunder and the invoice of the Engineer therefore, including the detailed breakdown of the cost by services performed. Out-of-pocket expense shall be limited to actual costs to the Engineer for direct labor, labor taxes, labor insurance, prorated sick leave, vacation, holiday, retirement, medical and life insurance benefits, all applicable to such direct labor; except that, in the case of services performed by officers, partners, or others having ownership interest in the Engineer the rates shall be agreed to from time to time by the Owner and the Engineer. The Engineer shall submit itemized monthly invoices to the Owner.

ARTICLE IV

Miscellaneous

Section 1. License: The Engineer shall comply with all applicable statutes pertaining to engineering and warrants that he possesses License Number _____ issued to him by the State of _____ on _____, 20_____.

Section 2. Insurance: The Engineer shall take out and maintain workmen's compensation insurance, public liability insurance, and automobile liability insurance as prescribed by the latest revision of RUS Bulletin 340-5. Compliance with future revisions of Bulletin 340-5 will be made within 90 days after date of issuance of the revision.

Section 3. Qualified Personnel: The obligations and duties to be performed by the Engineer under this Agreement shall be performed by persons qualified to, perform such duties efficiently. The Engineer, if the Owner shall so direct, shall replace any engineer or other person employed by the Engineer in connection with the work.

Section 4. Terms of Agreement: This Agreement shall become effective as of the date hereof and shall remain in effect until terminated by either party giving thirty days notice to the other party of its intention to terminate.

Section 5. Assignment: The obligations of the Engineer under the Agreement shall not be assigned without the approval in writing of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

OWNER

By _____
PRESIDENT

ATTEST:

SECRETARY

ENGINEER

By _____
PRESIDENT OR PARTNER*
(Strike out inapplicable designation)

ATTEST:

SECRETARY

* If partnership, all partners shall sign.