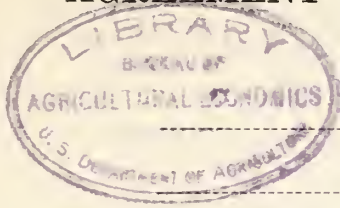


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# AGREEMENT OF ELEVATOR FOR SALE OF SEED



..... Elevator

..... Place

THIS AGREEMENT, entered into this ..... day of ....., between the

..... Elevator, hereinafter called the undersigned, and the Secretary of Agriculture of the United States of America, acting for and on behalf of the United States of America, hereinafter referred to as the Secretary,

**WITNESSETH:**

1. The undersigned agrees to receive, store, sell, and/or otherwise dispose of, from time to time, such seed grain as he may be directed to by the Secretary or his duly authorized agent. In return for these services he shall be paid at the rates and in the manner appearing in Schedule A, attached hereto and which by this reference is made a part hereof.

2. The undersigned agrees to sell and/or otherwise dispose of any seed grain entrusted to him by the Secretary or his duly authorized agent. Such sale or disposition to be made to such persons, and in such manner, and in pursuance of such instructions as the Secretary or his duly authorized agent may direct by order, rule, regulation, or otherwise.

3. The undersigned agrees to account to the Secretary or his assignee for all monies and property which he may receive from the sale or other disposition of seed grain entrusted to him and also to account for all seed grain entrusted to him which has not been sold or disposed of pursuant to and/or in compliance with the directions of the Secretary or his duly authorized agent. No payment due the undersigned from the Secretary shall be deducted from any accounts hereby due to the Secretary or his assignee.

4. The Secretary of Agriculture or his duly authorized agent may assign to any agency of the United States all right, interest, or power in this undertaking, including the power to bind the undersigned by such orders, rules, and regulations as the Secretary of Agriculture or his duly authorized agent might have.

5. This agreement has been entered into by the undersigned in order that he may be designated by the Secretary to act in the sale and distribution of seed grain as part of the Seed Conservation Program established by the Secretary. The undersigned may terminate this agreement by returning to the Procurement Officer of the Commodities Purchase Section, Agricultural Adjustment Administration, located at Minneapolis, Minnesota, the announcement of his designation, except that from the time that the Secretary or his duly authorized agent shall consign to or have in storage with the undersigned any amount of seed grain, or shall give the undersigned any directions with reference to the disposition or sale of any amount of seed grain, this undertaking shall become irrevocable by the undersigned, and shall continue to be in full force and effect until January 1, 1936, or until such time as the Secretary or his duly authorized agent shall terminate the same by notice in writing.

6. It is an express condition of this agreement that it shall not be assigned in whole or in part; that no member of or delegate to Congress or resident commissioner after his election or appointment, and either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon; and that no convict labor shall be employed in carrying out any of the terms of this agreement in accordance with Executive Order signed May 18, 1905. The provision herein with respect to the interest of members of or delegates to Congress and resident commissioners in this agreement shall not be construed to extend to any incorporated company where such contract or agreement is made for the general benefit of such incorporated company. (Section 3741 Revised Statutes, and Sections 114-116, Act of March 4, 1909.)

7. The contractor shall comply with each approved code of fair competition to which he is subject, and if he is engaged in any trade or industry for which there is no approved code of fair competition, then as to such trade or industry with an agreement with the President under Section 4 (a) of the National Industrial Recovery Act (President's Reemployment Agreement), and the United States shall have the right to cancel this contract for failure to comply with this provision and have the work called for by this contract otherwise performed at the expense of the contractor, and the contractor shall not accept or purchase for the performance of this contract or purchase, order or enter into any subcontracts for any articles, materials, or supplies, in whole or in part produced or furnished by any person who shall not have certified that he is complying with and will continue to comply with each code of fair competition which relates to such articles, materials, or supplies, and/or in case there is no approved code for the whole or any portion thereof then to that extent with an agreement with the President as aforesaid.

8. It is understood and agreed that no payment shall be due hereunder unless the undersigned shall have performed all the covenants of this agreement. However, whenever this undertaking shall terminate, all obligations which shall have become fixed pursuant to this undertaking at such time shall remain in full force and effect.

WITNESS:

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(Signature of owner of elevator)

Date -----

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**ACCEPTANCE BY SECRETARY**

In consideration of the covenants of the ----- Elevator,  
hereinabove set forth, this agreement is hereby executed.

HENRY A. WALLACE,  
*Secretary of Agriculture.*  
(For and on behalf of the United States)

By -----  
(Authorized agent)

Date -----, 193 .