

#286

Hawkeye Telephone Co. of)	(Filed For Record April 20th A.D. 1905 at 8:30
Des Moines Iowa,)	(o'clock A.M.
to)	Contract (
Farmer's Mutual Telephone Co.)	(
of Dexter Iowa.)	(

E. F. Connoran.
Recorder.

THIS AGREEMENT, entered into by and between the Hawkeye Telephone Company of Des Moines, Iowa, a Corporation organized and doing business under the laws of the State of Iowa, first party, and the Farmer's Mutual Telephone Company of Dexter, Iowa, second party.

WITNESSETH: That Whereas, the first party is organized for the purpose among others of building and maintaining telephone lines and exchanges for the Interchange of business with other telephone Companies and individuals operating telephone systems in said State and,

Whereas, the second party has now in operation certain lines in Madison county which are at present connected with the system operated by first party at the towns of Winterset and Earlham, and desiring to continue such connection.

NOW THEREFORE, the parties hereto, for themselves, their successors or assigns enter into the following agreement to-wit:

First- The first party agrees to maintain telephone exchanges in the towns of Winterset and Earlham, Iowa, during the time this contract is in effect, and to connect second party's lines to its Switchboards in Winterset and Earlham so that an interchange of business may at all times be carried on between the subscribers, or patrons of each party hereto.

Second- The apparatus used by each party shall be of such character and efficiency as to afford facilities for first class service at all times and each party hereto reserves the right to refuse the use of its system in receiving or transmission of messages over its own or connecting lines when the lines or apparatus of the other party is not reasonably efficient.

Third- The second party agrees to pay semi-annually to first party for establishing connctions between its lines with a subscriber of first party in the said exchanges in Winterset and Earlham or with a rural line connected with said exchanges the sum of Twenty-one (\$21.00) Dollars per annum for each rural line connected at Winterset and the sum of Twenty(\$20.00) Dollars per annum for each rural line connected at Earlham.

Fourth- For the above compensation the second party's subscribers shall be entitled to have service with all subscribers of first party in the towns of Winterset and Earlham and with all rural subscribers on rural lines, which the exchanges at Winterset and Earlham ring direct, but does not entitle second party's subscribers to service with parties in any other cities or towns. For all messages handled over first party's rural lines to parties in any other incorporated towns or on lines connected therewith the second party agrees to pay to first party the sum of ten (10) cents for each message so handled.

Fifth- Second party agrees to pay to first party all tolls due on messages from its

telephones on or before the 15th day of each month for the preceeding months business.

Sixth- Second party agrees to handle no toll business in competition with second party.

Toll business is herein defined as messages originating within the limits of a City or

town and destined to a person within the limits of another city or town.

Seventh- In consideration of the low rate for switching second party's lines, the second party agrees to not connect any of its lines directly or indirectly with the system of the Bell, or Iowa Telephone Company, nor to connect with any lines using so-called "Bell" instruments unless written permission is obtained from first party.

Eighth- Should any part of this contract be declared void by law it shall not invalidate other sections.

Ninth- It is agreed that this contract supercedes and cancels all former contracts between the parties hereto and that this contract shall be and remain in force until April 1, 1908, and thereafter until three months written notice shall have been given by either party to the other of its intention to terminate the same.

Witness our hands in duplicate this 17th day of April, 1905.

The Hawkeye Telephone Company,
First Party. By D. M. Griswold ... Secretary.

The Farmer's Mutual Telephone Co.
Second Party.

By J. W. Sawhill... Secretary.

State of Iowa, (Dallas County.) ss.

On this 17th day of April A.D. 1905, before me a Notary Public, in and for said County, personally appeared D.M. Griswold, to me personally known, who being duly sworn, says that he is the Secretary of the Hawkeye Telephone Company, The Corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said D.M. Griswold acknowledged said instrument to be the free act and deed of said corporation.

NOTARIAL
SEAL

F. H. Fitting
Notary Public in and for said
County.

State of Iowa, (Dallas County.) ss.

On this 17th day of April A.D. 1905, before me a Notary Public, in and for said County, personally appeared J. W. Sawhill, to me personally known, who being by me duly sworn, says he is the Secretary of the Farmer's Mutual Telephone Company The Corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said J. W. Sawhill acknowledged said instrument to be the free act and deed of said Corporation.

NOTARIAL
SEAL

F. H. Fitting
Notary Public in and for said
County.