

B.S. Prunty) Filed for record the 4th day of February A.D. 1924, at 9/10 o'clock  
to (Agreement. #178 Fee \$ .80 A.M. Olive Garrison Crawford,  
Ray V. Eyerly) Recorder.  
THIS agreement entered into this 27th day of Dec. 1923, by and between B.S. Prunty of Des  
Moines, Iowa, Party of the first part and Ray V. Eyerly, of Winterset, Ia., R 7, party of the  
second part, WHEREAS, the party of the second part is selling gasoline and other petroleum  
products for the party of the first part, and is using one Wayne 5 Cal. pump #74760, one  
Graver 500 Cal. tank, and appliances belonging to the party of the first part for that pur-  
pose, the party of the second part is to be allowed two cents per gallon for pumping gasoline  
and commissions on other products to be based on our regular quantity discounts on same.  
Party of the second part agrees to turn in to the party of the first part, all moneys re-  
ceived for goods sold after deducting commissions, said money to be collected at the conven-  
ience of the party of the first part. It is expressly understood and agreed that said

## Miscellaneous Record, No. 20, Madison County, Iowa.

tank and pump and all appliances connected therewith, or used in connection with the same, furnished by the said party of the first part, shall at all times except as hereinafter provided, be and remain the property of said party of the first part, and shall be used by the party of the second part only for the purpose of storing and distributing petroleum products, and if used for any purpose other than that herein specified, then said party of the first part shall have the right to declare this agreement null and void, and said party of the first part is hereby given the privilege and right, without notice to said party of the second part to enter upon the premises whereon said pump and tank is located with men, horses, wagons and such equipment as may be necessary and remove therefrom said pump, tank and appliances furnished by said party of the first part, without recourse to any legal proceedings for that purpose, provided, however, that the party of the second part shall have the privilege of purchasing said pump and tank at any time for the sum of \$375.00, payable in cash which is hereby mutually agreed as the reasonable value of said pump, tank and appliances. It is further agreed between the parties hereto that they or either of them shall have the privilege of terminating this agreement at any time upon giving thirty days notice in writing to the other, provided, however, that in the event that this agreement shall be terminated by the party of the second part by notice aforesaid at any time within six months from the date hereof, said party of the second part shall refund to said party of the first part, the cost of installing said pump, tank and appliances, unless said party of the second part shall purchase same in manner and at the price hereinbefore provided, and upon cancellation and failure of said party of the second part to purchase said equipment as herein provided, then said party of the first part shall have the right and privilege of removing said equipment as above set forth.

And in further consideration of the premises, said party of the second part for his heirs, executors, administrators and assigns, hereby agrees to indemnify and save harmless the said party of the first part of and from any and all claims for liability for any and all loss, damage, injury or other casualty to person or property caused or occasioned by any leakage, fire or explosion of or from said tank and pump, or the appliances connected or used therewith, or through any imperfection in the construction, installation or operation of the same, whether due to negligence of the party of the first part or otherwise.

And also, for his heirs, executors, administrators, and assigns does hereby expressly waive, relinquish, exonerate, discharge and protect the said party of the first part from any and all liability for damages which may be suffered by his neighbors by reason of any leakage, fire, explosion or other casualty occurring thru any imperfection in said tank and pump, or the appliances connected therewith, or from any other cause whatsoever.

B.S. Prunty, Party of the First Part.  
Ray V. Eyerly, Party of the Second Part.

State of Iowa, County of Polk, ss.

I, B.S. Prunty, first being duly sworn depose and state that I am the party whose signature appears above and that the same is my signature and that the execution of the said agreement is done as my voluntary act and deed.

Subscribed and sworn to before me this 31st day of January, 1924.

B.S. Prunty.

H.S. Runn,

Notary Public in and for said County.

NOTARIAL  
SEAL