

## Miscellaneous Record, No. 21, Madison County, Iowa.

Ed &amp; L. L. Lavalleur

to

L. L. Coryell &amp; Son

#655  
Fee \$ .90 ✓Filed for record the 3 day of March,  
A. D., 1926, at 11:00 o'clock A. M.Gladys B. Devault, Recorder,  
Ercell M. Knott, Deputy.

## AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of February, 1926, by and between Ed Lavalleur and L. L. Lavalleur, doing business as Farmers Oil Co., of Winterset, Iowa, first parties and L. L. Coryell and son, of Lincoln, Nebraska, second parties, WITNESSETH:

1. First parties agree, in consideration of the mutual covenants herein contained, as follows, to-wit:

a. To purchase from the second parties, exclusively, except as hereinafter explained, all of their gasoline and kerosene requirements, for all service stations and tank wagons operated by them directly or indirectly within Madison County, Iowa, for a period of five years, from the date of this contract, upon the following terms and conditions to-wit:

1. Gasoline at one-fourth cent above the market price, per gallon, for the grade of gasoline, ordered by them, said market price to be determined by the price published in the National Petroleum News, on the Wednesday following the date of receipt of the order by second parties at their home office, Basis, Oklahoma, Group 3, all freight and taxes to be paid by first parties and in the event that two prices are quoted for the grade of gasoline ordered, the price fixed by this contract shall be the higher of the two.
2. Kerosene at the same basis as described in the next preceding paragraph.
3. The terms of sale upon the entire contract shall be, cash on delivery, sight draft bill of lading attached.

2. The first party shall have the right and privilege of selling this contract and the benefits thereunder to some other responsible party satisfactory to the second parties, during the entire five year period of this contract, provided, the purchaser shall assume in writing and agree to all of the terms and conditions of the same.

3. If, in the judgment of the second parties the financial responsibility of the first parties becomes impaired, or in case the first parties shall fail to keep and carry out all of the terms and conditions of this contract, the second parties shall have the option to cease performance thereof until said default is fully paid or discharged, without disturbing or waiving any of the terms and conditions of this contract beneficial to the second parties, and in case the first parties shall fail to pay any amount due the second parties promptly when the same is due by the terms of this contract then the second parties shall have a lien upon any and all equipment, tanks, pumps, or other fixtures or equipment, for the amount remaining unpaid, then owned and used by the first party in connection with said business.

4. In case the first parties shall be unable financially to purchase gasoline and kerosene in tank car quantities from the second parties, then the first parties shall have the privilege to purchase temporarily from local dealers in tank wagon quantities, without disturbing the other provisions of this contract.

5. Except as stated in paragraph 4, hereof, the first parties agree not to purchase said products or either of them from any other person, firm, or corporation, for use or sale within

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said territory, at said places, and the second parties agree not to sell tank car quantities in said territory, to any other person, firm or corporation, during the life of this contract.

6. It is further agreed that the second parties shall not be held liable in any manner whatsoever for damages for personal injuries, or otherwise, or to property, or for damages for delays caused by transportation causes, fires, strikes, lockouts, or any other causes beyond their control, in any manner connected with the performance of this contract, and this contract is conditioned upon the ability of the second parties to secure and maintain sources of supply.

7. It is further agreed that in case the second parties shall subsequently incorporate, that all the rights and privileges of this contract shall inure to the benefit of the corporation provided the same is assigned thereto, all at the option of the second parties.

8. In case there shall be imposed added burdens or inspection charges, or other burdens not foreseen by the parties hereto at this time, this contract shall be liberally construed to carry out the intentions hereinbefore expressed as near as possible under this circumstances.

9. This contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, or assigns of the respective parties hereto, and shall be binding unless a subsequent instrument in writing shall be executed between the parties releasing either party from the same, by mutual consent.

Dated this 27th day of February, 1926.

## WITNESSES:

W. R. Kirk  
E. C. Hamilton

Fred Danforth

COMPARED

L. L. Lavalleur  
and Ed Lavalleur  
Doing business as the  
Farmers Oil Co.,  
First parties.

L. L. Coryell and Son,  
a partnership

By L. L. Coryell  
Second parties