## CONTRACT

STATE OF ALABAMA )

COUNTY OF SHELBY )

POST OFFICE WILSONVILLE)

This contract entered into this day between the Hosemary Funeral Directors a corporation duly incorporated under the laws of the State of Delaware, and W.E. Riddle, of the County of Shelby, State of Alabama,

WITNESSETH, that the Rosemary Funeral Directors have this day employed W.E. Riddle as its local sales manager at Wilsonville, Ala. for the purpose of selling coffins, caskets and funeral supplies as may be shipped or delivered to him by the Rosemary Funeral Directors, under the following agreements:

- (1) The said local sales manager agrees to procure a dry close house, suitable for display of said oods and agrees to take care of and protect all goods belonging to the Rosemary Funeral Directors, which may be delivered to him from time to time.
- the said local sales manager agrees to pay freight on all shioments of goods received by him, foewarding receipted freight bills, together with signed original invoice to said Rosemary Funeral Directors, Pavannah, Georgia, and on receipt of same, check willbe mailed promptly to said Local Pales Manager, by said Rosemary Funeral Directors.
- (3) The said local sales manager shall deduct \$1.00 for storage on each casket when sold, said amount to be retained by local sales manager when making remittance.
- (4) The local sales manager agrees to sell for cash and remit the cost of casket and one half of the profit derived from the selling price named by the Rosemary Funeral Directors, to its office, Savannah, Georgia.
- (5) The said local sales manager also agrees that he will not buy, sell or handle during the life of this contract, any goods of like character from any manufacturer or jobber.
- (6) The said local sales manager agrees to furnish the Rosemary Funeral Directors with a good and sufficient bond in the sum of \$800.00 conditioned upon the faithful discharge of this contract upon his part, paying the premium on same.
- (7) Said Rosemary Funeral Directors agrees to pay taxes and insurance on its goods.

  IN CONSIDERATION THEREOF, the mosemary Fineral Directors agrees to pay the local sales manager for his service, one half of the net profits on all sales made by him.

  Said one half profits, plus \$1.00 for storage to be retained by local sales manager when sale is remitted for.

It is also mutually agreed by and between both parties hereto that the power and authority of agency hereby conferred upon the said W. E. Riddle, as local sales manager shall be limited to caring for such property aforementioned, making sales thereof, collecting the proceeds from such sales, remitting therefor and no further.

And it is further mutually agreed by and between the aforesaid parties that this contract shall extend to and include, not only such goods and property as may now be in the charge of the said W. E. Riddle as sales manager; but all renewals and additions made to such stock of goods at any time in the future and to all goods and stock of goods shipper to and entrusted to the said W. E. Riddle, as sales manager at any time hereafter during the existence of this contract.

And it is further and expressly agreed that the said Kosemary Funeral Directors shall not be liable for the payment of any rent or rents for store rooms or ware rooms for such goods; but the said W.E. Kiddle shall at his or their own expense furnish

such store room or ware room and pay the rentals if any.

And the Kosemary Funeral Directors, hereby give notice to any and all landlords that it willnot be liable for any such rentals, nor shall any landlords claim any liens for rentals upon its said property.

It is mutually agreed by and between both parties to this contract that same may be annulled by either party upon ten days notice in writing.

IN WITHESS WHEREOF the said parties to this contract have hereunto set their hands and seals in duplicate this Fifteenth day of August, 1923.

Witnesses:

S. J. Kennard Jr.

S. J. Kennard Jr.

STATE OF GEORGIA

COUNTY OF CHATHAM

(L.S. Rosemary Funeral Directors By E. J. Guth-Secretary

W. E. Riddle Local sales manager

(L.S.

Personally appeared before me S. J. Kennard Jr. and made oath that he saw the witin named W. E. Riddle and E. J.Guth sign, seal and as his act and deed, deliver the within instrument and that he witnessed the execution thereof. S. J. Kennard Jr. Sworn to before me this the

1st. day of Oct. 1923.

Geo. E. Crafts--Notary Public

THE STATE OF ALABAMA

SHELBY COUNTY

I, L. B. riddle, Judge of Probate hereby certify that the within contract was filed in this office for record Oct. 3rd. 1923 at 9 odlock A.M. and recorded in Deed record 76 pages 432=33 and examined.

L. B. Kiddle--Judge of Probate