THIS AGREEMENT MADE AND CONCLUDED at Findlay, Ohio, by and between THE GIANT TIRE & RUBBER "COMPANY of Findlay, Ohio, a corporation duly organized under the laws of Ohio, party of the first part, and...... N. G. Brasher Vandiver in the State of Alabama party of the second part, WITNESSETH: That said party of the first part, in consideration of the promises and agreements herein contained, has this day appointed, Dealer and does by these presents hereby appoint said party of the second part as its duly authorized...... for the following described territory: Vandiver, Alabama and vicinity, District #104 for the sale on commission of consigned automobile tires and tubes. Said party of the first part in consideration of the promises and agreements of said party of the second part herein contained, hereby promises and agrees: (1) To furnish to said second party a consignment of stock of Giant, Hancock, Chancellor and Maumee tires and tubes as specified on the schedule hereto annexed, or schedules hereafter made; said schedules to specify the prices at which each article on the list scheduled shall be consigned, which prices shall be subject to change at any time at the option of said first party and each change of price to become effective at a time specified therefor by said first party; the number of such tires and tubes so to be furnished and consigned following the execution of this agreement to be determined by mutual agreement of the parties hereto and to be regulated according to the size of territory and prevailing market conditions, but in no case shall a stock be consigned wherein second party is unable to turn it into cash on an average of 60 days. All orders received from second party for further stock shall be filled by said first party if approved by it, provided such order be accompanied by a remittance on previous consignment account of a sufficient sum so that the total consignment account including the goods ordered, shall not increase the aggregate value of all the goods consigned and unsettled for, beyond the amount theretofore mutually agreed upon as the maximum of stock which second tions as provided in this agreement. difference between the consignment prices and the prices at which goods are sold by the said second party. Said party of the second part, in consideration of the promises and agreements of said party of the first part herein contained hereby promises and agrees: except fire as long as the property consigned remains in the possession of the said second party; (2) · To pay all taxes that may be assessed on said tires and tubes while the same remain in the possession of said second party and to pay all license fees, rents, and all other expenses incurred in the safe keeping and sale of the same, and to waive all claims against said first party therefor.

party shall be entitled to carry on consignment. Said second party shall have the privilege of ordering any sizes or styles of Giant, Hancock, Chancellor and Maumee tires and tubes which are necessary to meet the requirements of his trade and to meet his obliga-

(2) To allow as compensation to said second party for service in selling said goods as consigned, the profit consisting of the

(1) To receive from the transportation companies all tires and tubes furnished and consigned under this agreement, and to furnish at his own cost and expense proper warehouse foom and carefully preserve the same and be responsible for it at all hazards

(3) To accept as full reimbursement for the rents, insurance, taxes and other expenses paid by said second party and as full compensation and commission for services in handling and selling said tires and tubes, the profit consisting of the difference between the consignment prices and the prices at which they are sold by said second party.

(4) To assume all responsibility for compliance with laws governing or concerning consigned goods in state where consigned

stock may be located. (5) To make all adjustments of complaint in his territory, the same to be made on a guaranty covering only reasonable service to the user and on a basis of 5,000 miles on Hancock tires, 6,000 miles on Junior Giant Cords, 8,000 miles on all oversize New Giant Cords of the regular type, and according to standard 90-day warranty on Balloon Cords. No guarantee or adjustments on Chancellor Cords. Rebuilt tires are not to be guaranteed for mileage or service. Rebuilt tires that will not stay on rim or may blow out within two hundred miles of usual service will be replaced without charge, but beyond this mileage, user assumes all risk. Second party agrees to use diligence in protecting the interest of said first party in making all adjustments, and to make true and accurate reports of all adjustments on blanks to be furnished by said first party for that purpose, the amounts received on all adjustments to be sent together with adjustment claim to first party and upon approval shipments of such tires or tubes will be made to replace those taken from consignment stock by second party. Second party agrees to return to said first party at Findlay, Ohio, all tires taken back on adjustment, the same to be shipped in lots of not less than one hundred pounds each, and to prepay the freight thereon; the

amount of freight charges to be rebated to second party after tires have been received and adjustments found to be in order;

(6) To furnish to the first party on the first of each month, an inventory of all stock on hand and on orders not delivered at date of such inventory and credit memorandums unused, on blanks for such purpose furnished by first party. In case second party's account has been audited within ten days prior to the month or within ten days following the first of the preceding month, said inventory shall not be required of said second party, but said second party shall be required to make remittance sufficient to balance account when such inventory is forwarded to first party whether such inventory is made by the second party or by authorized representatives of first party. It is further understood that said second party shall furnish such inventory and remittance to first party at any time when specially requested to do so either directly or through first party's authorized representatives. Said second party shall also be required to make remittance on the fifteenth of each month for all stock sold since last audit or inventory, such remittance to cover order for stock or in case no stock is needed at the time of such audit or remittance, a credit memorandum will be sent to cover such remittance which can be applied to any future orders for consigned stock or to reduce amount of fixed consignment if so desired. This special remittance on the fifteenth of each month is not required when second party orders stock every fifteen

days or oftener. (7) All remittances to said first party are to be made to The Giant Tire & Rubber Company by money order, cashier's check, certified check or New York draft, or by special permission personal check.

(8) To permit said first party by its authorized representatives to examine and inspect at all times the books of said second

party and the stock of consigned goods on hand and unsold and to collect any balance that may be due; (9) To return at the termination of this contract, if requested by said first party, at its warehouse in Findlay, Ohio, or to some other point at same or less distance as designated by first party, all tires, tubes or other merchandise remaining on hand unsold, in good order and free of expense or transportation charges.

It is mutually agreed by and between the parties hereto on the considerations aforesaid:

(1) That the title and ownership of all tires, tubes or other merchandise consigned under this agreement and the proceeds thereof up to the amount of the original or fixed consignment shall be and remain in name of said party of first part until settlement shall have been made by second party as herein provided and that the money and property received by second party shall not under any circumstances be confused with the private business or appropriated to the private use of second party.

(2) That under no circumstances shall any consigned stock be reconsigned by said second party or placed in the custody of anyone, even temporarily, who may not be under bond and regular contract with first party, and that no stock shall be transferred to anyone until a list of said stock to be transferred shall be furnished to first party and transfer approved by it.

(3) That said second party shall furnish to said first party bond in the sum of \$...400.00..., executed by a surety company to be selected by said first party, and the expense of procuring which shall be paid by said first party, conditioned on the faithful performance by said second party of his undertakings and the faithful accounting for, and payment and return of, all moneys and goods received or held by said second party, as provided in this agreement.

(4) That this agreement shall continue and remain in effect until terminated by mutual agreement, unless sooner terminated by said party of the first part; which right to terminate at its option is hereby expressly reserved by said first party.

(5) That this agreement is not assignable and if said second party shall sell out or change name of business firm or otherwise retire from business, said second party shall continue to be responsible under bond for full amount of consignment stock charged to second party until a complete transfer approved by the first party may have been reached, after which said first party may immediately terminate this agreement.

(6) It is distinctly understood by both parties to this agreement that party of the second part shall have no authority to pledge the credit of the first party to any extent whatever, and party of the first part shall not be liable for any debt or liability of any kind whatsoever contracted by or through party of second part, whether such debt or liability be commissions or salary due any sub-agent, or employe or any other obligation may otherwise arise; nor shall party of the second part employ any sub-agent or employee or incur any liability in or about any business covered by this contract except at the expense of said second party;

(7) In case of change of price, second party shall furnish to first party a list of tires and tubes actually in stock, the new price shall be figured and a new fixed consignment shall be established. Should a balance be due, second party shall be required to make remittance for such balance by paying the amount to cover orders for tires or tubes or both at the existing prices sufficient to replenish fixed consignment. First party shall issue to second party a revised invoice of the new fixed consignment which shall remain charged against the second party until such time as a new price schedule may be necessary, or the stock settled for or the account otherwise satisfactorily altered or disposed of.

(8) That the full and entire agreement between the parties hereto is contained in this writing.

IN WITNESS WHERI Of October	EOF, the parties hereto have set thei	r hands to duplicate hereof this	7th day
~~+-=4++	· · · · · · · · · · · · · · · · · · ·	THE GIANT TIRE & RUBE	BER COMPANY.
Approved by		By. F. C. Burk	*****************************
D. E. Reynol	.ds		Sales Manager.
	Vice President.	Dealer sign here:	
G. Taylor) Witness signatures	N. G.Brasher	, , 401 f = 4 + 4 + 4 + 4 + 4 + 4 + 4 + 4 + 4 + 4
R. C. Shantlemire	of D.E.Reynolds &) F.C.Burk Witness signature:	By	ield

THE STATE OF ALABAMA SHELBY COUNTY

I, L.B. Riddle, Judge of \overline{P} robate in and for said State and county hereby certify that the within contract was filed in this office for record Nov. 7th 1924 at 10 oclock A.M. and recorded in Deed record 77 page 508 and examined.

See acknowledgments, m

L.B.Riddle--Judge of Probate

STATE OF OHIO)
SS
COUNTY OF HANCOCK)

Personally appeared before me G. Taylor and made oath that he saw the corporate seal of the Giant Tire & Rubber Company affixed to the above written contract and that he also saw D. E. Reynolds, Vice President and F. C. Burk Salesmanager of said company sign and attest the same, and that he, deponent with R. C. Shantlemire witnessed the execution and delivery thereof as the act and deed of said company.

Sworn and subscribed before me, this the 8th day of Oct. 1924.

F. C. Burk--Notary Public

My commission expires June 1st. 1927

(The party who signed as witness to the other signature of the dealer on the other side should make affidavit on the following form.)

STATE OF ALABAMA)
SS
COUNTY OF SHELBY)

Personally appeared before me J. V. Whitfield who being duly sworn, says that he saw the above named Dealer Mr. N. G. Brasher sign, seal and as his act and deed deliver the above written contract and that he witnessed the due execution thereof.

Sworn to before me this the 27th day of Oct. 1924.

G. W. Addison Notary Public in and for State and County My commission expires Dec. 4-24