

Deed of Gift for Trophy

Donated by Wheeler & Schebler

Know All Men By These Presents, That Frank H. Wheeler and George M. Schebler, partners doing business under the firm name and style of Wheeler and Schebler, hereby donate to the Indianapolis Motor Speedway Company, a silver trophy with wood base of the value of eight thousand (\$8,000.00) dollars, weighing 500 pounds troy, standing about 8 feet in height and designed and executed by Tiffany & Company of New York, to be contested for under the following terms and conditions:

The contest shall be between automobiles and shall be held on the course known as The Indianapolis Motor Speedway, in Marion County, State of Indiana, and if on any other course, thereafter, then on such course as shall be elected by the management of the Indianapolis Motor Speedway Company and the donors, by mutual consent in writing.

The trophy shall be known as the "Indianapolis Motor Speedway Trophy," donated by Wheeler and Schebler, and shall be contested for by automobiles of limited piston displacement or as otherwise determined and specified by the Indianapolis Motor Speedway Company and the donors.

There shall be three or more separate contests or events for said trophy. The contests or events shall be conducted under and in accordance with the rules of the Contest Board of the American Automobile Association or the rules of such body or organization under whose auspices such contest may be held, and also under such rules, conditions and stipulations as may be made and prescribed by said Indianapolis Motor Speedway Company, subject, however, to conditions hereinafter prescribed.

The distance of each event in which said trophy is to be contested for shall be named by the Indianapolis Motor Speedway Company, provided, however, the distance shall not be less than two hundred (200) miles or more than four hundred (400) miles. After the distance of each event shall have been determined, The Indianapolis Motor Speedway Company shall cause proper entry blanks to be prepared specifying the distance of the event and such conditions and stipulations as The Indianapolis Motor Speedway Company may decide upon, to all of which each entrant in said event must agree to abide without question or dispute whatsoever. Similar entry blanks shall be prepared for use in the second and third or subsequent events.

The owner of the car or entrant winning the first event shall be entitled to the possession of the trophy from the time of the winning of such trophy until one month prior to the next contest, when the same shall be delivered back to the Indianapolis Motor Speedway Company. And in the same manner the winner of the second, third or subsequent events shall have the right to the possession of said trophy, the same to be delivered back to the Indianapolis Motor Speedway Company one month prior to the date on which said second, third or subsequent events are advertised to be held; provided, however, that said trophy need not be returned to the Indianapolis Motor Speedway after it has been won the third time by the same entrant or owner by the same make of car. No owner or entrant shall have the right to the possession of the trophy unless the full distance of the event as fixed and prescribed by the Indianapolis Motor Speedway Company shall have been run.

The trophy shall become the absolute property of the owner of the car that wins three separate events, provided, however, the car winning the three separate events shall be of the same make.

After the conclusion of each event for which the trophy is offered, the names of the winner shall be inscribed upon the trophy, together with the location of the race, date, distance and time.

The winner of an event before taking possession of the trophy shall furnish a bond payable to the Indianapolis Motor Speedway Company in the sum of ten thousand (\$10,000) dollars, with good and sufficient surety to be approved by the Indianapolis Motor Speedway Company, conditioned for the faithful and prompt return of said trophy as herein provided for; provided, however, such bond shall not be required of the winner who shall have won three separate events by the same make of car.

If no event or contest is run within two years next after the winning of the trophy in any one of the events above intended or through any cause or circumstances arising thereby the holding of the said event or contest is prohibited, the said trophy shall revert to the donor herein, who shall have the right to its possession free from the terms and conditions of this deed of gift, all of which shall thereby become null and void.

The terms and conditions of this deed of gift may be changed by the donor at the request of the Indianapolis Motor Speedway Company and should the terms and conditions herein be broken, then the trophy shall revert to the donor.

In witness whereof the said Frank H. Wheeler and George M. Schebler have hereunto set their hands and seals this 17th day of July, 1909.

FRANK H. WHEELER
& GEO. M. SCHEBLER.

Wheeler-Schebler Trophy,
Frank Wheeler, George
Schebler, Indianapolis Motor
Speedway.

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