

This Agreement, Made this 28th day of October 1955, by and between M. P. Möller, Inc., a corporation, of Hagerstown, Maryland, hereinafter called the "Manufacturer" and FIRST COMMUNITY CHURCH hereinafter called the "Church" whose address is COLUMBUS, OHIO

Witnesseth: That the parties hereto, each in consideration of the promises and agreements of the other party herein contained, do promise and agree as follows:

Manufacturer agrees:

1. To manufacture an organ after and according to the annexed specifications and to plans of the organ location space to be hereafter submitted by the Manufacturer and to erect said organ in FIRST COMMUNITY CHURCH, COLUMBUS, OHIO

ready for use on or before the 1st day of November 1956, or as soon thereafter as possible in the event of delays beyond its control.

2. That the organ when completed shall be first class, free from defects in material or workmanship, and that the Church may have it examined, immediately on completion, in the presence of a representative of the Manufacturer, by a competent and disinterested expert; if said examination shows that the organ does not conform with this Agreement, Manufacturer will, at its own expense, make it so conform.

3. To guarantee and does hereby guarantee the action and construction of the organ for a term of five (5) years from the date of completion, against defects in material and workmanship; and agrees at its own cost to correct any defects in either material or workmanship that may be brought to its attention within that time. This guarantee does not include tuning or ordinary care of the organ (or electric motor and generator which are guaranteed by the manufacturers thereof for one year), nor does it include any difficulties with or failures in the mechanism or operation of said organ which may be brought about by failure properly to protect, service and care for the same or by misuse or abuse thereof.

The Church agrees:

4. To pay to Manufacturer the sum of \$77,500.00 as follows:
First Payment: 33 1/3 % or \$25,833.33 on signing of this Agreement.

Second Payment: 33 1/3 % or \$25,833.33 when the organ is ready for assembly at the factory, and the balance as follows: Balance of \$25,833.34 upon completion and acceptance, or to be secured by notes signed by church trustees or other proper officers or persons and bearing interest at 5% from a date 30 days after completion and acceptance, with full payment to be completed within a year...

5. To pay any and all federal, state and/or city excise, sales and/or use taxes applicable to the transaction evidenced hereby; said taxes to be paid according to law to such person or authority as may be proper, in addition to the above price.

6. That the building and organ location space will be in proper condition for installation of the organ 15 weeks previous to the above mentioned date of completion.

7. That at and after the time of delivery it will provide all necessary light, heat, power, and uninterrupted opportunity to install said organ under such conditions as are necessary for proper tone regulation and tuning.

8. At its own cost to cause to be done, furnished, provided and/or installed: (a) Any necessary foundation and enclosures for the electric motor and blower, (b) all wind conductor between blower and organ, (c) all wiring connected therewith, (d) such lights as may be needed for the installation and future care of the organ, (e) any necessary cutting of floors, partitions or other parts of the building, (f) automatic remote control motor starter, electrical conduits or other special equipment when required, and (g) skids, block and tackle or other proper mechanical apparatus when organ chambers are so located that organ parts must be hoisted.

9. To carry out the provisions of Paragraph 8 hereof promptly and diligently so that installation of said organ is not delayed.

10. To assume and does hereby assume all risks of damage to or loss of said organ and its parts from and after such time as the same are placed in the building where the organ is to be installed (except such damage or loss as may directly result from the acts of the Manufacturer or persons making said installation of it); and at its own cost and expense immediately upon such delivery, to insure said organ and its parts against loss or damage by fire, water and other risks provided for in standard fire insurance policies containing extended coverage endorsement, in such manner and to such extent as will inure to the benefit of and fully protect the parties hereto, as their respective interests may appear.

It is mutually agreed:

11. That cabinet work (except as necessary to enclose the console), grilles, panel work, etc. are not included in this Agreement.

12. That in the event manufacturer of the organ is delayed beyond the anticipated date of delivery mentioned in the Agreement by reason of governmental regulations, and during such period of delay the Manufacturer's labor and/or material costs shall increase to such extent that it believes, in good faith, that it cannot manufacture said organ at the named price without loss, the parties hereto will negotiate in good faith for a reasonable increase in price; in the event of failure to agree upon such increase, either party hereto may cancel this Agreement by written notice to the other; and upon such cancellation the Manufacturer shall promptly return any payment or payments theretofore received by it under this Agreement.

13. That the organ, when completed and installed, will in every event be and be deemed to be, and be treated as personal property; that the title and ownership thereof shall be and remain in the Manufacturer until the purchase price and any and all promissory notes given in respect thereof (together with all applicable interest thereon) have been fully paid, after which said organ shall become the property of the Church; and until the completion of payment as aforesaid the organ shall be held by the Church and/or other owner or lessee of the premises in which the same is contained in trust for the use, benefit and security of the Manufacturer, free, clear and excluded from any lien, mortgage, pledge or other encumbrance of whatever nature, except such as shall be expressly subject and subordinate to the right, title and interest of the Manufacturer as herein expressed.

14. That this Agreement shall be binding after, but not before, acceptance by the Manufacturer at Hagerstown, Maryland, where said organ is to be constructed in its plant; and that all verbal agreements and understandings are merged in this agreement and the specifications attached hereto, which constitute the entire agreement.

In Witness Whereof, The Church has caused this Agreement to be executed by its duly authorized officers and its seal to be hereto affixed the day and year first above written, and Manufacturer has caused this Agreement to be accepted by its duly authorized officers and its seal to be hereto affixed the day and year hereinafter written.

WITNESS:

FIRST COMMUNITY CHURCH
COLUMBUS, OHIO
Church

D. A. McKnight

By C. E. Fultz, Chairman of Trustees (SEAL)

Lowell F. Riley

William S. Konold, Secretary (SEAL)

..... (SEAL)

..... (SEAL)

MANUFACTURER'S SALES REPRESENTATIVE:

H. D. Blanchard

This agreement is not binding until accepted by M. P. Möller, Inc., at Hagerstown, Maryland.

Accepted, Hagerstown, Maryland.

M. P. MÖLLER, INC.

11 - 3 1955 By W. R. Daniels, V. P.

NOTE—If terms other than "cash on completion" are desired they can be arranged for before agreement is signed. All deferred payments to be secured by notes signed by church trustees or other proper officers or persons and bear interest at ~~6%~~ 5% from date.

EXEMPTION CERTIFICATE

(For use by a religious or nonprofit educational institution purchasing musical instruments subject to tax under section 3404(d) of the Internal Revenue Code for exclusively religious or educational purposes.)

October 28 19 55
Date

The undersigned purchaser hereby certifies that he is

Chairman of Board of Trustees
(Title)

FIRST COMMUNITY CHURCH, COLUMBUS, OHIO
(Religious or nonprofit educational institution)

that he is authorized to execute this certificate; and that the musical instruments specified in the accompanying order or on the reverse side hereof, are purchased by such institution for EXCLUSIVELY religious or educational purposes.

It is understood that this exemption certificate is for use only by a religious or nonprofit educational institution in the tax-free purchase of musical instruments for exclusively religious or educational purposes; and it is agreed that if the musical instruments purchased tax-free under this exemption certificate are used otherwise, such fact will be reported to the manufacturer from whom they were purchased tax-free.

The organization claiming this exemption (has) (has not) received a ruling from the Bureau of Internal Revenue holding it to be an exempt religious or nonprofit educational institution under section 101(6) of

the Internal Revenue Code. The date of such ruling is
and such ruling has not been withdrawn or revoked.

(Signature) C. E. Fultz, Chairman of Trustees
(Title)

The fraudulent use of this certificate for the purpose of securing exemption from the payment or adjustment of taxes will subject the guilty party to a fine of not more than \$10,000 or imprisonment for not more than 5 years or both.

M. P. MÖLLER Organ Factory

Pipe Organ No. 8924 Date November 3, 1955
 For FIRST COMMUNITY CHURCH, COLUMBUS, OHIO
 Action Electro-pneumatic Console Detached
 Casing No. None Finish As per sample
 Decorations None Motor Orgoblo of ample capacity (15 H.P.)
 Width of Key-bed Standard Stops & intra-manual couplers draw knobs.
 No. Manuals Four Stop Controls Inter-manual tilting tablets.
 To be Completed November 1, 1956 Wind Pressure As indicated below
 Blower Pipe furnished by Purchaser

PITCH: A-440

SPECIFICATIONS

GENERAL: The organ to be installed in suitable space provided by the church to the general recommendations of the builder. The organ to be the distinctive work of the builder; not an assembled product.

GREAT ORGAN (Unenclosed) $3\frac{1}{2}$ " Wind

1.	16'	Violone (Unit).....	36.....	17 $\frac{1}{2}$	24 Zinc....S.M...	61 Pipes
2.	8'	Principal.....	45.....	17 $\frac{1}{2}$	12 Zinc....S.M...	61 Pipes
3.	4'	Octave.....	57.....	18 $\frac{1}{2}$	S.M....	61 Pipes
4.	2-2/3'	Quinte.....	66.....	18 $\frac{1}{2}$	S.M....	61 Pipes
5.	2'	Super Octave.....	70.....	18 $\frac{1}{2}$	S.M....	61 Pipes
6.	IV Rks.	Fourniture....Formula "A".....	18 $\frac{1}{2}$	S.M....	244 Pipes	
7.	III Rks.	Cymbale.....Formula "B".....	18 $\frac{1}{2}$	S.M....	183 Pipes	
8.	8'	Trompette.....	3 $\frac{1}{2}$ ".....	42 $\frac{1}{2}$	61 Pipes	
9.		Chimes.....	From #78			

POSITIV ORGAN (Unenclosed) $3\frac{1}{4}$ " Wind (Plays from Manual I)

10.	8'	Gedackt.....	54.....	20 $\frac{1}{2}$	12 Zinc....S.M...	61 Pipes
11.	8'	Quintadena.....	56.....	19 $\frac{1}{2}$	12 Zinc....S.M...	61 Pipes
12.	4'	Principal.....	60-3/4.....	17 $\frac{1}{2}$	S.M....	61 Pipes
13.	4'	Rohrflöte.....	62.....	20 $\frac{1}{2}$	S.M....	61 Pipes
14.	2-2/3'	Nasat.....	68-2/3.....	20 $\frac{1}{2}$	S.M....	61 Pipes
15.	2'	Octave.....	72-3/4.....	17 $\frac{1}{2}$	S.M....	61 Pipes
16.	1-1/3'	Quinte.....	78-2/3.....	20 $\frac{1}{2}$	S.M....	61 Pipes
17.	1'	Siffelöte.....	84.....	20 $\frac{1}{2}$	Zauberflöte Capped..S.M...	61 Pipes
18.	I Rk.	Sesquialtera..(1-36).....	24th 90 $\frac{1}{2}$	19 $\frac{1}{2}$	S.M....	61 Pipes
			#37 Up.17th 78 $\frac{1}{2}$ @ Low C...	19 $\frac{1}{2}$		
19.		Tremulant				

SWELL ORGAN (Enclosed) Flues 4" Wind Reeds 5" Wind

20.	16'	Lieblieh Gedeckt..Special Small Man. Bdn.....	Wood.....	61	Pipes
21.	8'	Diapason.....	46.....17½.....	12 Zinc.....S.M.....	61 Pipes
22.	8'	Stopped Diapason..Reg. Man. Bdn.....	Wood.....	61	Pipes
23.	4'	Octave.....	58.....18½.....	S.M.....	61 Pipes
24.	4'	Harmonic Flute.....	60.....Reg.....	S.M.....	61 Pipes
25.	2'	Forest Flute.....	70.....20½.....	S.M.....	61 Pipes
26.	IV Rks.	Mixture....(15-19-22-29).....	Formula C.....18½.....	S.M.....	244 Pipes
27.	16'	Double Trumpet.....	4½.....Reg.....	5" W.....	61 Pipes
28.	8'	Trumpet.....	3-3/4".....Reg.....	5" W.....	61 Pipes
29.	8'	Oboe.....	3½".....Reg.....	5" W.....	61 Pipes
30.	4'	Clarion.....	2-3/4".....Reg.....	5" W.....	61 Pipes

SWELL ORGAN (Enclosed) Flues 4" Wind (Cont'd)
Reeds 5" Wind

31.	8'	Harp.....Repeat Low Octaves...From #48.....61 Notes
32.	4'	Celesta.....From #48.....61 Notes
33.		Tremulant

CHOIR ORGAN (Enclosed) 4" Wind

34.	8'	Gross Gemshorn.....50 $\frac{1}{2}$19 $\frac{1}{2}$12 Zinc..S.M...85 Pipes
35.	8'	Orchestral Flute..50-60....Flute Harmonic.....12 Zinc..S.M...85 Pipes
36.	8'	Dulciana.....56.....17 $\frac{1}{2}$12 Zinc..S.M...73 Pipes
37.	8'	Unda Maris..T.C.....56-2/3....17 $\frac{1}{2}$S.M...61 Pipes
38.	8'	Flauto Dolce.....From #62.....73 Notes
39.	8'	Flauto Dolce Celeste.....From #63.....73 Notes
40.	4'	Gemshorn.....From #34.....73 Notes
41.	4'	Koppelflöte.....64.....20 $\frac{1}{2}$S.M...73 Pipes
42.	2-2/3'	Nasard.....From #65.....61 Notes
43.	2'	Orchestral Flute.....From #35.....61 Notes
44.	1-3/5'	Tierce.....From #67.....61 Notes
45.	16'	Bassoon.....From #68.....73 Notes
46.	8'	Clarinet.....From #69.....73 Notes
47.		Harp.....Repeat Low Octave..From #48.....61 Notes
48.		Celesta.....Wire #1 to #61.....61 Bars
49.		Chimes.....From #78
50.		Tremulant

SOLO ORGAN - I (Enclosed) 4" Wind

51.	16'	Viole d'Orchestre.....48.....17 $\frac{1}{2}$24 Zinc..S.M...85 Pipes
52.	8'	Viole de Gambe.....54.....18 $\frac{1}{2}$12 Zinc..S.M...85 Pipes
53.	8'	Viole Celeste.....56.....18 $\frac{1}{2}$12 Zinc..S.M...85 Pipes
54.	8'	Viole d'Orchestre.....From #51.....73 Notes
55.	8'	Voix Celeste.....62.....17 $\frac{1}{2}$12 Zinc..S.M...73 Pipes
56.	8'	Hohlflöte...Spec. Hohlflöte Treble..Open Mel. Bass.....W.&M...85 Pipes
57.	4'	Viole de Gambe.....From #52.....73 Notes
58.	4'	Viole Celeste.....From #53.....73 Notes
59.	4'	Hohlflöte.....From #56.....73 Notes
60.	8'	Vox Humana.....7/16" Brass Tube.....73 Pipes
61.		Tremulant

SOLO ORGAN - II (Enclosed) 4" Wind Except Bombarde
Bombarde 6"

62.	8'	Flauto Dolce.....54-2/3....19 $\frac{1}{2}$12 Zinc...S.M...73 Pipes
63.	8'	Flauto Dolce Celeste.....54-2/3....19 $\frac{1}{2}$12 Zinc...S.M...73 Pipes
64.	4'	Harmonic Gedeckt..4'C...62...17 $\frac{1}{2}$2'C...70...20 $\frac{1}{2}$S.M...73 Pipes
65.	2-2/3'	Nasard.....70.....Capped.....20 $\frac{1}{2}$S.M...61 Pipes
66.	2'	Harmonic Gedeckt.....From #64.....61 Notes
67.	1-3/5'	Tierce.....78-1/2....17 $\frac{1}{2}$S.M...61 Pipes
68.	16'	Bassoon.....CCC 3"....CC 2".....73 Pipes
69.	8'	Clarinet.....1 $\frac{1}{2}$ ".....73 Pipes
70.	8'	Major Trumpet.....4"....Reg. Har. 4' F#.....6"W...73 Pipes
* 71.	8'	Bombarde.....29 Pipes...44 from #99.....7"W...61 Notes
* 72.	4'	Bombarde.....From #71 & 99.....61 Notes
73.		Tremulant

*Unenclosed. Not affected by couplers.

⁰ ANTIPHONAL ORGAN (Enclosed) Wind same as present

74.	8'	Stopped Flute.....	Present pipes and action
75.	8'	Aeoline.....	Present pipes and action
76.	8'	Muted Viol.....	Present pipes and action
77.	8'	Muted Viol Celeste.....	Present pipes and action
78.		Chimes.....	Present tubes and action
79.		Tremulant	

PEDAL ORGAN - 4 & 7" Wind

80.	32'	* Bourdon..CCCC 16"x18".I.D.CCC.Large Ped.Bdn.Low Lip..Wood.....	68 Pipes
81.	16'	* Open Diapason.....Reg. Ped. Open....(Bearded)....Wood.....	32 Pipes
82.	16'	* Bourdon.....From #80.....	32 Notes
83.	16'	* Violone.....From #1.....	32 Notes
84.	16'	* Gedackt..42...20 $\frac{1}{2}$...12 pipes...20 from #10.....	32 Notes
85.	16'	Lieblieh Gedackt.....From #20.....	32 Notes
86.	16'	Dulciana..44...17 $\frac{1}{2}$...12 pipes...20 from #36.....	32 Notes
87.	16'	Viola d'Orchestra.....From #51.....	32 Notes
88.	10-2/3'	* Violone.....From #1.....	32 Notes
89.	8'	* Principal.....42...19 $\frac{1}{2}$17 Zinc..S.M..44	Pipes
90.	8'	* Bourdon.....From #80.....	32 Notes
91.	8'	* Violone.....From #1.....	32 Notes
92.	8'	* Gedackt.....From #10.....	32 Notes
93.	8'	Lieblieh Gedackt.....From #20.....	32 Notes
94.	8'	Dulciana.....From #36.....	32 Notes
95.	4'	* Principal.....From #89.....	32 Notes
96.	4'	* Bourdon.....From #80.....	32 Notes
97.	4'	* Violone.....From #1.....	32 Notes
98.	V Rks.	* Mixture... (12-19-22-26-29).....19 $\frac{1}{2}$ Formula "p".....C.M..	160 Pipes
99.	16'	* Bombarde.....CCC 8".....CC 4 $\frac{1}{2}$7"W.....	56 Pipes
100.	16'	Double Trumpet.....From #27.....	32 Notes
101.	16'	Bassoon.....From #45.....	32 Notes
102.	8'	* Bombarde.....From #99.....	32 Notes
103.	8'	Double Trumpet.....From #27.....	32 Notes
104.	4'	* Bombarde.....From #99.....	32 Notes
105.		Chimes.....From #78	

* Indicated unenclosed stops

0 To be affected by Swell 16' and Swell 4' couplers when coupled to Swell Manual

COUPLERS

106.	Great to Pedal	113.	Antiphonal to Pedal
107.	Positiv to Pedal	114.	Great Unison
108.	Swell to Pedal	115.	Positiv to Great
109.	Choir to Pedal	116.	Swell to Great 16'
110.	Solo-I to Pedal	117.	Swell to Great
111.	Solo-II to Pedal	118.	Swell to Great 4'
112.	Solo-II to Pedal 4'	119.	Choir to Great 16'
		120.	Choir to Great
		121.	Choir to Great 4'

COUPLERS (Cont'd)

122.	Solo-I to Great	16'	145.	Choir	16'
123.	Solo-I to Great		146.	Choir Unison	
124.	Solo-I to Great	4'	147.	Choir	4'
125.	Solo-II to Great	16'	148.	Swell to Choir	16'
126.	Solo-II to Great		149.	Swell to Choir	
127.	Solo-II to Great	4'	150.	Swell to Choir	4'
128.	Positiv	16'	151.	Solo-I to Choir	
129.	Positiv Unison		152.	Solo-I to Choir	4'
130.	Positiv	4'	153.	Solo-II to Choir	
131.	Swell	16'	154.	Solo-II to Choir	4'
132.	Swell Unison		155.	Solo-I	16'
133.	Swell	4'	156.	Solo-I Unison	
134.	Positiv to Swell		157.	Solo-I	4'
135.	Choir to Swell		158.	Solo-II	16'
136.	Choir to Swell	4'	159.	Solo-II Unison	
137.	Solo-I to Swell	16'	160.	Solo-II	4'
138.	Solo-I to Swell		161.	Great to Solo Keys	
139.	Solo-I to Swell	4'	162.	Positiv to Solo Keys	
140.	Solo-II to Swell	16'	163.	Swell to Solo Keys	
141.	Solo-II to Swell		164.	Swell to Solo Keys	4'
142.	Solo-II to Swell	4'			
143.	Antiphonal to Swell				
144.	Antiphonal "On"-Great "Off"				

PEDAL MOVEMENTS

Balanced Expression Pedal, Swell and Antiphonal Organs
 Balanced Expression Pedal, Choir Organ
 Balanced Expression Pedal, Solo Organ-I
 Balanced Expression Pedal, Solo Organ-II
 Balanced Register Crescendo Pedal with indicator light

ADJUSTABLE COMBINATIONS

(Capture system; remote control setter)

Pistons No. 1-2-3-4	Affecting Great Organ
Pistons No. 1-2-3-4	Affecting Positiv Organ
Pistons No. 1-2-3-4-5-6	Affecting Swell Organ
Pistons No. 1-2-3-4-5-6	Affecting Choir Organ
Pistons No. 1-2-3-4-5	Affecting Solo Organ-I
Pistons No. 1-2-3-4-5	Affecting Solo Organ-II
Pistons No. 1-2-3	Affecting Antiphonal Organ
Pistons No. 1-2-3-4-5-6-7	Affecting Pedal Organ, duplicated by toe studs
Pistons No. 1-2-3-4-5-6-7-8-9-10-11-12	Affecting Full Organ, duplicated by toe studs
General Cancel Piston	

ACCESSORIES

Sforzando reversible, by piston and toe stud, with indicator light
 Great to Pedal reversible, by piston and toe stud
 Positiv to Pedal reversible, by piston
 Swell to Pedal reversible, by piston
 Choir to Pedal reversible, by piston
 Solo-I to Pedal reversible, by piston
 Solo-II to Pedal reversible, by piston
 All Swells to Swell reversible, by piston and toe stud, with indicator light
 Organ bench with music shelf
 Concave, radiating Pedal claviers
 Electric motor, Orgoblo, and action current supply of ample capacity
 Solo II Expression to Solo II Expression Pedal reversible
 Harp Dampers by Toe Stud with indicator light
 Numerchron Electric Clock
 Two signal lights } Tabs to be engraved
 Two signal buttons } Narthex and Choir Room
 Console cabinet to be supplied without roll top
 Couplers playable thru multiple contacts and switches

MIXTURE FORMULASGREAT ORGANIV Rk. Fourniture-Formula "A"

15	12	8	1
19	15	12	8
22	19	15	12
26	22	19	15
<u>1-18</u>	<u>19-30</u>	<u>31-42</u>	<u>43-61</u>

Unison 46 @ 8' CC 1/4 Mouth 18½ S. M.
 Quint 47 @ 8' CC 2/9 Mouth 18½ S. M.

III Rk. Cymbale - Formula "B"

22	19	15	12	8
26	22	19	15	12
29	26	22	19	15
<u>1-12</u>	<u>13-24</u>	<u>25-36</u>	<u>37-48</u>	<u>49-61</u>

Unison 47 @ 8' CC 1/4 Mouth 18½ S. M.
 Quint 48 @ 8' CC 2/9 Mouth 18½ S. M.

MIXTURE FORMULAS (Cont'd)SWELL ORGANIV Rk. Mixture Formula "C"

15	12	8	1
19	15	12	8
22	19	15	12
26	22	19	15
<u>1-24</u>	<u>25-36</u>	<u>37-48</u>	<u>49-61</u>

Unison 47 @ 8" CC 1/4 Mouth 18½ S. M.
 Quint 48 @ 8" CC 2/9 Mouth 18½ S. M.

PEDAL ORGANV Rk. Mixture Formula "D"

12th	5-1/3'	50 Sc.	2/9	Mouth	10 Zinc	S. M.	19½
19th	2-2/3'	63 Sc.	2/9	Mouth		S. M.	19½
22nd	2'	65 Sc.	1/4	Mouth		S. M.	19½
26th	1-1/3'	76 Sc.	2/9	Mouth		S. M.	19½
29th	1'	78 Sc.	1/4	Mouth		S. M.	19½