

#1915

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St. John's Lutheran Church

Taylor, Michigan

# MEMORANDUM

Organ No. 1915

City Taylor, Michigan

Church St. John's Lutheran Church

Date of Contract March 4, '76

Date for Completion Scheduled Nov. 12, '76 (Ship)

Design Submitted Approved

Case Wood OAK SAMPLE REC 7-16-76

Finish

Decoration PLAIN SLAB

Motor 45 LAUKHUFF 10-7-76 (PHONE) Ordered Shipped

Voltage 110V 60W 1Q Outlet Pressure

Power Unit

Chimes Ordered

Tablets Ordered Received

Remarks: SHADES - STANDARD ALUM. SHADES

Routing

Shipped Weight

Completed in Church

This Agreement entered into this ..... day of ..... 19.....

between THE REUTER ORGAN COMPANY, Lawrence, Kansas, the Builder, and ST. JOHN'S  
LUTHERAN CHURCH, TAYLOR, MICHIGAN  
the Purchaser.

1. The Builder agrees to build for and install in ST. JOHN'S LUTHERAN CHURCH,  
TAYLOR, MICHIGAN

a pipe organ in accordance with the attached specification, complete and ready for use on or about ~~date~~  
November 15, 1976 ~~months following receipt of the signed Agreement by the Builder.~~

2. The Builder warrants that the organ shall be of good quality, free from defects in material or workmanship, and agrees to replace or repair at its own expense, following notice thereof, any part or parts which may prove defective under normal use and service during the term of five years immediately following the completion of the organ. This warranty does not include tuning, regulating, or care of the organ after installation, nor does it include motors or rectifiers which are guaranteed by their manufacturers for one year.

3. The Purchaser accepts this Agreement and requests that the Builder proceed with the building and installation of the organ, and agrees to purchase the same, and to pay therefor the sum of Twenty-four  
Thousand Seventy (\$24,070.00) (f.o.b. Lawrence, Kansas)----- Dollars as follows:

Upon the signing of this Agreement, the sum of Three Thousand Six Hundred Ten  
(\$3,610.00)----- 10-14-76----- Dollars.

Upon the start of actual construction of the organ by the Builder in its factory, the sum of Seven  
Thousand Two Hundred Twenty (\$7,220.00)----- 10-25-76----- Dollars.

Upon delivery of the organ or principal parts thereof to the building where the organ is to be installed, the sum of Nine Thousand Six Hundred Thirty (\$9,630.00)----- 12-7-76----- Dollars.

Upon the installation of the organ complete and in accordance with this Agreement, the sum of Three  
Thousand Six Hundred Ten (\$3,610.00)----- 12-14-76----- Dollars.

Final payment for the organ shall, in any event, be due upon use of the organ by the Purchaser in any public manner. Any balance remaining unpaid upon the expiration of thirty days (30) from date of such use shall bear interest at the rate of one per cent (1%) per month or the highest rate permitted by law in the state where the organ is to be installed, whichever is the lower. Final payment for the organ shall not be withheld for reason of minor adjustments for which the Builder may be liable.

4. It is agreed that the amount of any Federal, State, County, City, or other Governmental Unit Tax now, or hereafter, imposed by law on the manufacture, sale, or use of this organ, shall be added to the purchase price of the organ as above set forth and paid by the Purchaser.

5. In the event that the organ is ready for delivery or installation as provided under the terms of this Agreement and such delivery or installation is delayed by the inability of the Purchaser to have the installation proceed without interruption to completion, there shall become due and payable within ten days after notice has been given by the Builder to the Purchaser that the organ is ready for delivery and installation, such additional sum as will bring the total payments to ninety per cent (90%) of the purchase price of the organ. In the event that the building in which the organ is to be installed is not in proper condition for the installation of the organ when the organ is ready for delivery as provided for in this Agreement and it becomes necessary to place the organ in storage until such time as the building is ready for the installation, the Purchaser agrees to provide proper storage and to pay the cost of the same.

6. It is mutually agreed that the building in which the organ is to be installed shall not be considered to be in proper condition for the installation of the organ to proceed until the organ area and the adjacent portions of the building are free from dust and rubbish. It is further mutually agreed that the installation of the organ shall not be started by the Builder until all workmen liable to create dust, rubbish, or disturbance, employed by others than the Builder, shall have departed from the building. If after the organ installation has been started by the organ installation technicians and the installation is delayed by interruption from other persons creating dust, rubbish, or disturbance, the losses to the Builder in time and expense caused by lack of proper conditions for the installation, tonal finishing, and tuning of the organ shall be paid by the Purchaser, in addition to the purchase price of the organ as herein stated.

7. The performance of this Agreement on the part of the Builder is subject to any contingency beyond its control, similar or dissimilar to strikes, labor controversies, fires, war, act of God, or the elements, embargoes, governmental orders or restrictions as to the manufacture, sale, or delivery of pipe organs, inability to secure transportation, inability to procure materials or products, strikes, or lock-outs, or stoppage of work in the plants of the Builder which prevents orderly manufacturing by the Builder, or inability for any reason not due to gross negligence of the Builder to supply or make delivery of the pipe organ.

8. If the United States Governmental action restricts the manufacture of pipe organs causing a delay longer than six months in the specified completion date for the said organ, and if the Builder's costs have changed during this period of delay, both parties agree to negotiate in good faith for a reasonable price adjustment based on the known cost changes. In the event of failure to agree upon such price change, the Builder, or Purchaser, may without penalty cancel this Agreement by written notice to the other party and the Builder shall forthwith refund and return to the Purchaser any and all payments received by it from the Purchaser under the terms of this Agreement. No price adjustment can be made under this Agreement other than as a result of United States Governmental action outlined above, or by means of an Addendum agreed to by both parties effecting a corresponding change in organ specification.

9. The Purchaser agrees to provide at its expense: proper space and a level floor therein for the organ; a suitable room or enclosure for the organ blower and the necessary airtight galvanized metal piping to convey the organ wind from the blower to the organ, constructed and installed in accordance with directions by the Builder. The Purchaser further agrees at its expense: to have the blower motor connected with the service wires; to provide the required relays and switches; to provide the wiring from the organ current power unit to a designated point in the organ and console; to furnish and install all necessary conduits for organ cables and wires; to supply light, power, and heat or cooling (if cooling is available in the building) as needed during the period of the organ installation; and to give the Builder such undisturbed use of the building as is required to provide a proper condition of quiet for the tonal finishing and tuning of the organ. The Purchaser agrees to pay hoisting charges, if any. ~~The Builder agrees to pay all freight and cartage on the organ and parts thereof.~~

10. The Purchaser agrees to assume all responsibility for the organ and parts thereof, covering loss or damage, except such loss or damage as may directly result from acts of the Builder or its representatives engaged in the installation of the organ, from the time the organ or parts thereof have been delivered to the building where it is to be installed; and will, until the above-mentioned purchase price is fully satisfied, keep the organ and parts thereof fully insured against loss or damage by fire, water, windstorm, and other risks covered in standard fire insurance policies embodying extended coverage endorsement, such insurance to protect both parties hereto as their interests may appear and be established.

11. It is agreed that the said organ is to be and remain personal property and that the title to and ownership thereof shall be and continue to remain in the Builder until such time as the purchase price heretofore stated, including any promissory notes, together with applicable interest, has been paid in full. Upon such payment in full, the said organ shall then become the property of the Purchaser. If the Purchaser shall fail to make payment for the said organ as herein provided, or to pay any notes given when due, or in any other way default under the terms of this agreement, the Builder shall be entitled to any and all rights accorded a secured party under the provisions of the Uniform Commercial Code of the state where such organ is installed. The Purchaser agrees to execute and deliver to the Builder any financing statements as the Builder may deem necessary under the Uniform Commercial Code to perfect its security interest in and to said organ or parts thereof.

12. This Agreement shall be binding upon the Builder, after acceptance by an executive officer of the Builder at Lawrence, Kansas, where the organ is to be constructed in the Builder's plant. Further, this Agreement with the attached specifications constitutes the full and complete Agreement between the parties hereto, there being no Agreements or representations except as are contained herein, and no change or alteration will be binding upon either party unless the same be in writing and signed by an officer of each party.

13. IN WITNESS WHEREOF, the Purchaser has caused this Agreement to be executed on its behalf by its duly authorized officers the day and year first above written, and the Builder has caused this Agreement to be accepted and executed on its behalf by its duly authorized officers on the day and year hereinafter written.

ST. JOHN'S LUTHERAN CHURCH  
TAYLOR, MICHIGAN

Purchaser

By

  
Builder's Sales Representative

S. G. Price

Accepted at Lawrence, Kansas, .....

March 4, 1976

THE REUTER ORGAN COMPANY

By

  
A. G. Sabol, Jr. - President

THE REUTER ORGAN COMPANY  
LAWRENCE, KANSAS

PROPOSES A TWO MANUAL AND PEDAL PIPE ORGAN

FOR

ST. JOHN'S LUTHERAN CHURCH  
TAYLOR, MICHIGAN

JANUARY 30, 1976

Mr. S. G. Price, District Representative  
Route 2, Box 143, Tekonsha, Michigan 49092

THE *Reuter* ORGAN COMPANY

## GENERAL SPECIFICATIONS

MANUALS	Compass CC to C4, 61 notes. Simulated tracker touch.
PEDAL	Compass CCC to G, 32 notes.
ACTION	Electro-pneumatic.
REGISTRATION	Controlled by stop keys.
CONSOLE	Detached.
CASEWORK	None, except console case.
EXPRESSION ENCLOSURE	An expression enclosure to house the entire organ to be provided by The Reuter Organ Company. Such portions of the enclosure as will be exposed to view are to be surfaced with oak or other suitable hardwood and finished to harmonize with the other woodwork in the building.

## TONAL ANALYSIS

<u>Set</u>	<u>Pitch</u>	<u>Pipes</u>	<u>Great</u>	<u>Swell</u>	<u>Pedal</u>
Gedeckt (1-12 wood)	16'	97	8-4	8-4-2 2/3-2	16-8-4-2
Principal	8'	85	8-4-2	4	8-4
Gemshorn	8'	85	16-8-2 2/3	8-4-1 3/5	8
Mixture	III rk.	219	III (15-19-22)	III (22-26-29)	III (15-19-22)
Trompette	16'	85	16-8-4	8-4	16-8-4

GREAT ORGAN

- |     |        |                  |
|-----|--------|------------------|
| 1.  | 16'    | Gemshorn (TC)    |
| 2.  | 8'     | Principal        |
| 3.  | 8'     | Gedeckt          |
| 4.  | 8'     | Gemshorn         |
| 5.  | 4'     | Octave           |
| 6.  | 4'     | Gedeckt          |
| 7.  | 2 2/3' | Twelfth          |
| 8.  | 2'     | Super Octave     |
| 9.  | III    | Fourniture       |
| 10. | 16'    | Contre Trompette |
| 11. | 8'     | Trompette        |
| 12. | 4'     | Clarion          |
- Chimes (Preparation Only)



SWELL ORGAN

- |     |        |                 |
|-----|--------|-----------------|
| 13. | 8'     | Gedeckt         |
| 14. | 8'     | Gemshorn        |
| 15. | 4'     | Principal       |
| 16. | 4'     | Gedeckt         |
| 17. | 4'     | Gemshorn        |
| 18. | 2 2/3' | Gedeckt Quint   |
| 19. | 2'     | Gedeckt         |
| 20. | 1 3/5' | Gemshorn Tierce |
| 21. | III    | Scharf          |
| 22. | 8'     | Trompette       |
| 23. | 4'     | Clarion         |
|     |        | Tremolo         |

PEDAL ORGAN

24.		16' Bourdon
25.	*	16' Dolce Bass
26.		8' Octave
27.		8' Gedeckt
28.		8' Gemshorn
29.		4' Super Octave
30.		4' Gedeckt
31.		2' Gedeckt
32.	III	Mixture
33.		16' Trompette
34.		8' Trompette
35.		4' Clarion

\*Low-pressure regulator on notes #1-12 of 16' Bourdon, 20 notes from 8' Gemshorn.

## ACCESSORIES

Expression Pedal, Entire Organ.

Crescendo Pedal.

Current Indicator Light.

Crescendo Indicator Light.

Organ Blower and Motor.

Action Current Power Unit.

Organist's Bench.

Plexiglas Music Rack with fluorescent light.

Three General Pistons.