

CONTRACT

1 **Articles of Agreement** made this _____ day of July 192 7,
by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS
hereinafter called the Builder and J. N. KLOCK, BENTON HARBOR, MICHIGAN,

hereinafter called the Purchaser.

2 **For, and in Consideration** of the sum of Twenty-five thousand
dollars (\$25,000.00)

Dollars, to be paid by the Purchaser to the Builder, the said Builder agrees to build an organ according to the annexed specifications, in a most thorough and artistic manner, and install it in the

FIRST CONGREGATIONAL CHURCH, BENTON HARBOR, MICHIGAN,

complete in every detail and fully warranted, estimated on or about

February 1, 1928

This date is not a consideration or term of this contract, but is given in good faith and full expectation of prompt delivery, subject, however, to delays from fires, strikes or causes beyond the control of the Builder, and especially subject to delays from freight embargoes or other interferences.

~~3 It is agreed that the amount of any State or Federal Tax levied on the manufacture or sale of said organ or in any other manner levied on the transaction set forth in this agreement, shall be added to the purchase price hereinabove set forth, and paid by the Purchaser.~~

4 It is understood and agreed that the materials and labor entering into the organ hereinabove contracted for are to be procured by the Builder in the State of Massachusetts, and that said organ is to be constructed by the Builder in the State of Massachusetts from which State it is to be transported in interstate commerce to the State of MICHIGAN where it is to be installed by the Builder as hereinabove set forth.

5 The Purchaser agrees that when the Builder is ready to proceed with the installation of the organ, the Purchaser will keep the building at a suitable temperature as required by the Builder and provide and allow the use of suitable electric current for tone regulation, tuning, testing and lighting; that he shall provide a condition of quiet within the building for the proper tone regulation of the organ, and that he shall hold the Builder harmless from interference with his workmen during the installation. ~~The Purchaser further agrees to assume all risk of damage to the organ by fire, lightning, water or tornado while contained in the said building and to insure the same in good reliable companies for the benefit of the parties hereto as their interests may appear.~~

6 If the building is not in proper condition for the organ to be erected when the organ is ready for shipment, and it becomes necessary to place the organ in storage, to be held until the building is ready for installation, the Purchaser agrees to pay the cost of such storage, or to arrange for such storage in a proper place at their own expense, provided of course that the organ builder does not complete said organ at the factory before the proper time for shipment, in accordance with contract date of completion.

7 It is mutually agreed that, in view of the fact that the presence of rubbish and dust, especially from plaster, when an organ is being erected causes not only immediate but future troubles in the functioning of any organ, the building in which the organ herein referred to is to be erected shall not be considered ready for the erection of said organ until the organ chambers and the adjacent parts of the building are entirely free from rubbish and dust. In other words, it is understood that the organ erection shall not be started until any other workmen liable to create rubbish and dust shall be out of the way entirely, and furthermore, if after the organ erection men once start their work, they are interrupted by other workmen creating rubbish and dust, or making such noise as to interfere with tuning, the losses in time and expense caused by the lack of proper and reasonable conditions for organ erection and tuning, shall be paid by the Purchaser in addition to the contract price herein mentioned.

8 The Purchaser agrees to inform the Builder as to where the organ and console are to be located, and the dimensions of the spaces to be occupied before the plans or construction of the organ are begun. After these dimensions have been so determined the Purchaser shall not permit any changes to be made in the dimensions of the organ spaces, nor the installation of any obstructions such as pipes, posts, etc., and shall hold the Builder harmless from such changes or obstructions.

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9 The Purchaser, in consideration of the agreement herein of the Builder, hereby requests the Builder to construct and erect said organ and agrees to purchase the same and to pay therefor the sum of Twenty-five thousand dollars (\$25,000.00)

~~as follows:—~~

~~When the contract is signed, twenty-five (25%) per cent. of the total contract price amounting to~~

~~When the principal portion of said organ is manufactured ready to assemble in the factory of the Builder, twenty-five (25%) per cent. of the total contract price amounting to~~

~~Upon the delivery at the above-named building of the principal portion of said organ, twenty-five (25%) per cent. of the total contract price amounting to~~

Upon the erection of said organ complete, in accordance herewith, the Purchaser agreeing to examine said organ immediately in the presence of a representative of the Builder, and when accepted, the balance of said contract price, to wit, the sum of Twenty-five thousand dollars

(\$25,000.00)

provided, however, that when said organ is ready for erection and is held up by the inability for any reason of the Purchaser to have the installation proceed, all payments are immediately due up to ninety (90%) per cent. of the contract price.

10 Final payment is immediately due upon use of the organ in service or in other public manner.

11 Final payment shall not be withheld on account of minor adjustments for which the Builder is liable under its warranty.

12 It is mutually agreed that the title to and ownership of said organ shall be and remain in the Builder until the contract price as heretofore stated and all promissory notes or other evidences of indebtedness and renewals thereof have been fully paid with interest at the current rate upon any amount not paid when due, and that upon such payment said organ shall become the property of the Purchaser.

13 It is understood and agreed that the delivery and acceptance of promissory notes or other evidences of indebtedness shall not be considered payment until the full amount of the same and of any renewals thereof shall have been paid in full with interest.

14 All verbal agreements and understandings are merged in this contract and the specifications and details of construction attached hereto which comprise the entire contract, and no change, alteration or modification made verbally or in any other way, will be binding upon the Builder, unless the same be made in writing signed by an executive officer of the said Builder.

15 In witness whereof, the parties hereto have hereunto set their hands and seals this 2d day of August 1927.

SKINNER ORGAN COMPANY, INC.

By W. E. Zuehl Vice Pres.

Witness

Witness

E. Curtis

J. H. Reock Purchaser

ORGAN ARCHITECTS AND BUILDERS FOR CHURCHES, AUDITORIUMS, THEATRES AND RESIDENCES

Boston, Mass., July 27, 1927.

SPECIFICATION OF AN ORGAN PREPARED FOR

FIRST CONGREGATIONAL CHURCH,
Benton Harbor, Mich.

<u>GREAT ORGAN</u>	<u>PIPES</u>
16' Bourdon (Pedal Extension)	17
8' Diapason	73
8' Claribel Flute	73
4' Octave	73
4' Flute	73
8' Tromba	73
Chimes (Echo)	73
<u>SWELL ORGAN</u>	
16' Bourdon	73
8' Diapason	73
8' Rohrflute	73
8' Salicional	73
8' Voix Celeste	73
8' Flauto Dolce	73
8' Flute Celeste	61
4' Flute Triangulaire	73
Mixture (IV Rks.)	244
8' Cornopean	73
8' Flugel Horn	73
8' Vox Humana	73
Tremolo	
<u>CHOIR ORGAN</u>	
8' Concert Flute	61
8' Dulciana	61
4' Flute	61

Stop specific color
checked with the
WPS CPM 10/18/27

CHOIR ORGAN - (Cont'd.)

PIPES

8' Clarinet	61
8' Harp)	
4' Celesta)	61
Tremolo	

SOLO ORGAN

8' Orchestral Flute	73
8' Gamba	73
8' Gamba Celeste	73
8' French Horn	73
8' English Horn	73
8' Tuba Mirabilis (High pressure)	73
Tremolo	

ECHO ORGAN

8' Chimney Flute	61
8' Vox Humana	61
Chimes - 20	
Tremolo	

PEDAL ORGAN - Augmented

16' Dispason	32
16' Bourdon	32
16' Echo Bourdon (Swell)	
8' Octave	12
8' Gedeckt	12
8' Still Gedeckt (Swell)	
Chimes (Echo)	

COUPLERS

Swell to Great)	
Choir to Great)	Unison
Swell to Choir)	
Solo to Great)	
Solo to Choir)	
Swell to Solo)	
Swell to Swell 4')	
Swell to Swell 16')	
Swell to Great 4')	
Swell to Great 16')	
Swell to Choir 4')	
Swell to Choir 16')	
Choir to Choir 4')	
Choir to Choir 16')	Octave
Great to Great 4')	
Great to Great 16')	
Solo to Great 4')	
Solo to Great 16')	
Solo to Solo 4')	
Solo to Solo 16')	
Solo to Swell 4')	
Solo to Swell 16')	
Great to Pedal)	
Swell to Pedal)	
Choir to Pedal)	Pedal
Solo to Pedal)	
Swell to Pedal 4')	

COMBINATIONS - Adjustable at the console and visibly operating the draw stop knobs.

GREAT - 1,2,3,4,5
 SWELL - 1,2,3,4,5,6
 CHOIR - 1,2,3,4,5
 SOLO & ECHO - 1,2,3,4,5,6
 PEDAL - 1,2,3,4,5
 GENERAL - 1,2,3,4

MECHANICALS

Swell Expression
 Choir Expression
 Solo & Echo Expression
 Crescendo Pedal
 Sforzando
 Great to Pedal Reversible
 General Cancel

DETAILS OF CONSTRUCTION

The builder warrants the action and construction in every particular, and agrees to make good any defects in materials and workmanship which may appear within five years.

Action to be electro pneumatic.

Casing of console to be of oak, or of any other wood of equal value; of simple design to harmonize with the period of the architecture of the building.

An organist's bench of same material as console casing.

All basses of the larger winded stops on separate chests.

The organ builder is to furnish and instal an electric blowing plant, consisting of a motor, blower, remote control self-starter and generator for action current, all of ample size to meet any legitimate demand which may be made thereon by the instrument, according to the specifications.

The purchaser shall furnish a suitable foundation for the motor and blower, connect the motor with the power current, instal a No. 14 wire from the console to the self starter, do all cutting of floors, partitions, etc., and the running of required conduits ~~and wind conductors~~ from the blower which may be necessary; and shall prepare the organ chamber in accordance with plans which shall be furnished by the organ builder.

The organ is to be erected in the building, tone regulated, tuned and left ready for use.

No organ case or front display pipe work is included in this estimate.

PRICE: \$ 25,000.00

SKINNER ORGAN COMPANY

SHOP LETTER

CONTRACT QUESTIONNAIRE

DATE Sept. 27, 1927.

MR. W. E. ZEUCH:

In reference to Contract No. 666 with FIRST CONGREGATIONAL CHURCH, BENTON HARBOR, MICHIGAN, which you have just signed, please answer the following questions, so that our records may be clear.

1. Are we committed to any commission to anybody on this contract? If so, how much and when payable?

\$250 to Walter P. Zimmermann Chicago

2. Are we committed to any free organ recital?

Yes. probably by myself - also Zimmermann but his bonus on the deal will cover the fee.

3. Is there any unsettled question regarding front pipes or grille work? Are we to submit designs or estimates for either?

O.K. Taken care of.

4. Is the organ to be installed in a new building, the completion of which is doubtful?

Yes

5. Are the organ chambers in condition to be measured by our Engineer?

Yes

6. Is there an old organ to be disposed of? *No* Does it belong to us, or is the church to remove it before we start installation?

Please note any further information which we should have that is not embodied in the contract.

W E Zeuch
G.L. CATLIN

*Copies sent to
Wm. W. Hunter and
W. E. H. Hunter
2nd G. D. Cady 10/18/27*

SPECIFICATIONS OF WORK NECESSARY ON ORGAN
CHAMBERS, BLOWER ROOM AND CONSOLE LOCATION
AT FIRST CONGREGATIONAL CHURCH, BENTON
HARBOR, MICHIGAN.

Specifications prepared by C. H. Atkins, Skinner Organ Co. Engineer, and all work herein mentioned to be executed by the organ purchasers. This includes the running of all wind trunks from the blower room to organ chambers and console and connecting up of same to our organ and blower. Also the running of all conduits specified and the connecting on both ends to the blower and switch in console. The running of all low voltage action wires from console to organ and connecting of same to be done by Skinner Organ Company.

#1 The walls and ceilings of the organ chamber should be plastered with Keene's Cement Plaster trowelled to a smooth white surface. Omit all base boards and continue plaster to the floor.

#2 There should be no radiators, ventilating ducts or pipes of any sort run through these chambers except the wind trunks and conduits which I will specify later.

#3 In the blower room there is an opening through the wall next to the boilers. This must be bricked up to keep the dust from the boilers from being drawn into the organ by the blower. The door of the blower room should have a grille in one of the panels for ventilation. This grille should have 225 sq. inches of area open. If necessary to soundproof this room, it can be done by nailing furring strips on the wall and on top of these a layer of Celotex and repeat this operation the second time if necessary. In this case the door of this room should be of refrigerator type. This door and the one leading to the organ chamber should be opened out leaving a clear space in both rooms.

#4 The space selected for the console is not deep enough behind the screen. When the screen is in place the space will measure 4'-11 $\frac{1}{2}$ ". We require 5'-8 $\frac{3}{4}$ " for our console. I would suggest that the back wall be chased out to give us the desired depth or else let the back of our console form part of the screen and build the screen over and around

our console and cut a chase in the back wall about 4" deep. The back and end panels of the console are made removable and we must have access to same.

#5 The architect must supply the Skinner Organ Co. with a sample of wood to be used for the console showing color and finish desired. They must also supply a full sized plan of the case work if display pipes are to be used.

#6 From the blower room there must be the following wind trunks and conduits as specified. From 1'-0" inside the blower room wall there must be a 15" and a 6" diameter galvanized sheet iron wind trunks to 1'-0" above the floor of the organ chamber on the right of the chancel. From 1'-0" inside the blower room ceiling to 3" above the floor of the console there must be a 3" diameter galvanized sheet iron wind trunk. From 6" inside the chamber at the right of chancel and through the wall nearest the Echo there must be a 6" diameter galvanized sheet iron wind trunk run to the Echo over the ceiling of the church and must extend 1'-0" below the ceiling of the Echo chamber. All joints, seams and rivets of these galvanized sheet iron pipes must be well soldered and all joints point in the direction with the wind and run in as direct a line as is possible having all elbows not less than the diameter of the pipe in radius. These pipes must be made of #24 gauge galvanized sheet iron. If it is desired the 6" diameter wind trunk to the Echo can be run through the basement and up through the floor of the organ chamber. This should then be run direct from the blower room. I will leave this up to the contractors to run whichever way is the shortest.

#7 From the blower room there must be a 1" diameter and a 3/4" diameter conduit to the console floor. The 1" diameter is for two #8 generator feed wires from our direct current generator to the console. The 3/4" is for two #14 wires to operate the remote control of the blower motor. The blower room must also be furnished with a power circuit of 220 volts, 3 phase, 60 cycle current, also a light circuit with one fixed ceiling light and a base plug with a ten-foot extension cord.

#8 From flush with the floor of the console to flush with the floor of the chamber at the right of the chancel there must be a 4" diameter electric conduit for organ action cable. There must be a 2" diameter electric conduit from the wall of this chamber nearest the Echo to the Echo chamber ceiling for organ action cables. Both these chambers must be supplied with a light circuit and base plugs with at least three extension cords of 15' each in length for trouble lights about the organ. The location of these lights and base plugs will be best taken care of in the following manner. Have the electrician run a circuit for lights to each chamber and leave same in any convenient place near the door and when our installation men are on the job they can direct the electrician where to run the wires and locate the lights and base plugs which will best suit our needs. The location of the wind trunk and conduits at the console will be found on a blue print of the console which we have already furnished Mr. Carl Tillstrom, Supt. of the building. The location of the wind trunks and conduits in the organ chambers I have worked out with Mr. Tillstrom and he will direct the putting of them in according to our decision.

C. B. ATKINS

SKINNER ORGAN COMPANY ENGINEER.