

Austin Organs Inc.

Hartford, Connecticut 06105

U. S. A.

Contract No. **2642**

WITH

ST. JAMES EPISCOPAL CHURCH

355 WEST MAPLE ST.

BIRMINGHAM, MI 48011

Memorandum of Agreement

made this _____ day of _____, 19____, by and between

Austin Organs, Incorporated, of Hartford, Connecticut, U. S. A.
hereinafter called Builder, and ST. JAMES EPISCOPAL CHURCH

_____ of BIRMINGHAM, MICHIGAN 48011,
hereinafter called Purchaser.

WITNESSETH:

WHEREAS, Purchaser desires to have an Austin Organ built and installed as hereinafter specified; and
WHEREAS, Builder is willing to build and install such an organ for Purchaser, subject to certain conditions;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and obligations hereinafter contained, the parties hereto do hereby agree as follows:

BUILDER AGREES:

1. That it will build an organ according to the annexed specifications, and that it will erect it in _____
ST. JAMES EPISCOPAL CHURCH
ready for use 12-15 months from date of acceptance of this contract or as soon thereafter as possible in the event of delays caused by Purchaser, or otherwise beyond Builder's Control.

2. That the organ, when completed, shall be first class, free from defects in material or workmanship, and that it guarantees the action and construction of the organ for a term of five years from date of completion, and agrees to correct defects in material or workmanship that may be brought to its attention within that time, without cost to Purchaser. This does not include tuning or ordinary maintenance of the organ (or electric motors or rectifiers which are guaranteed by the manufacturers for one year).

PURCHASER AGREES:

3. That it will pay to Austin Organs, Incorporated, or order, the sum of ONE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-EIGHT (\$148,878.00) DOLLARS As Follows:

FIRST PAYMENT — 15% — On signing of this contract.

TWENTY-TWO THOUSAND THREE HUNDRED THIRTY-ONE AND 70/100 (\$22,331.70) DOLLARS

SECOND PAYMENT — 25% — When design work on the organ is essentially completed and work on components of the windchests of the organ has begun.

THIRTY-SEVEN THOUSAND TWO HUNDRED NINETEEN AND 50/100 (\$37,219.50) DOLLARS

THIRD PAYMENT — 25% — When the organ is ready for pre-assembly at the factory.

THIRTY-SEVEN THOUSAND TWO HUNDRED NINETEEN AND 50/100 (\$37,219.50) DOLLARS

FOURTH PAYMENT — 25% — Upon commencement of the installation of the organ.

THIRTY-SEVEN THOUSAND TWO HUNDRED NINETEEN AND 50/100 (\$37,219.50) DOLLARS

FIFTH PAYMENT — 10% — Upon completion of the installation of the organ.

FOURTEEN THOUSAND EIGHT HUNDRED EIGHT-SEVEN AND 80/100 (\$14,887.80) DOLLARS

In addition, if the organ or the sale thereof is subject to any sales tax in Purchaser's state or to the federal excise tax on musical instruments or to any local property tax which might be imposed upon Builder, Purchaser agrees to pay such tax or reimburse Builder therefor.

Purchaser agrees to pay applicable interest on any payment which is not made within 30 days of the date when it becomes due.

4. That when the organ is ready for shipment and delivery is delayed by the inability, for any reason, of the Purchaser to accept the shipment and permit the installation of the organ to proceed; the assembly and/or commencement of installation payments shall immediately become due.

5. That it will provide spaces suitable to receive the organ, the console and the blower; that the building will be proper condition for the installation of the organ _____ weeks previous to the completion date provided in Paragraph 1 hereof; that it will allow, free from interruption, suitable convenience and opportunity for the installation in the building; that it will provide such a condition of quiet as is necessary for the proper tone regulation and tuning of the instrument; and that it will provide the necessary light, heat and power.

6. That the completion date stipulated in Paragraph 1 will be dependent upon the availability of complete and accurate dimensions of the space or spaces to receive the organ in ample time to permit the preparation of final drawings and fabrication of the organ in the Builder's factory.

7. That it will insure the organ or its parts against loss by fire, water, extended coverage risks, etc., as soon as the organ or any parts are placed in the building, for the benefit of the parties hereto, as their interests may appear.

8. That it will provide for the blower foundation and enclosures when necessary; that it will furnish and install all wind conductors between blower and organ; that it will do all wiring connected therewith, will install such lights as may be needed for the erection and future care of the organ; and that it will do any necessary cutting of floors, partitions, or other parts of the building; and furnish electrical conduits, or other special equipment.

9. That it will carry out the terms of Paragraph 8 hereof promptly and diligently and that it will coordinate all such work with the work of Builder, so that Builder's work may progress without interruption.

Purchaser's Initials
Builder's Initials

11/27/76

IT IS M ALLY AGREED:

10. That the Purchaser will examine the organ on completion of the installation in the presence of a representative of the Builder in order to establish fulfillment of the contract and acceptance of the organ.
11. That the Builder will start the organ installation only after the progress of alterations in an existing building or of new construction in a new building has reached a point where dirt, dampness or any other condition caused by building operations shall not be injurious to the organ or to any of its parts, or prove a hindrance to the Builder's work of starting the organ installation.
12. That the installation of the organ shall remain in the authority of the Builder and if for any reason the Builder should be required to relinquish such authority in any area of installation by the employment of outside personnel, the additional cost of such outside labor in excess of Builder's normal cost, shall be borne by the Purchaser. This does not relate to the provisions of Paragraph 8, or to the employment of local unskilled labor by the Builder's personnel.
13. That in consideration of any preparations made for future additions or stops, such stops and additions shall be installed by the Builder at prices then in force.
14. That this contract shall be binding after, but not before, acceptance at Hartford, Connecticut, by Builder, and it is to be conclusively presumed that the conditional sale hereby made is made and consummated at said Hartford, Connecticut, where said organ is to be constructed in the plant of Builder, and to be transported in interstate commerce to the building of Purchaser.
15. That the organ, when completed and installed, will in every event be and be deemed to be, and treated as personal property; and that the title to and ownership of the organ shall be and remain in the Builder until the purchase price hereinbefore mentioned, together with any and all promissory notes given in respect thereof have been fully paid, with applicable interest, after which the instrument shall become the property of Purchaser; and it is further agreed that, until the completion of payment the organ shall be held by Purchaser and/or any other owner or lessee of the premises in which the organ is contained, free and excluded from any lien, mortgage, pledge and other incumbrance, except such as shall be expressly subject and subordinate to the right and title of Builder, as herein expressed.
16. That in the event the Purchaser shall fail to comply with the terms of this contract or any of them as hereinbefore provided, Builder shall be entitled to compensatory damages equal to the costs incurred by it prior to the date of breach in designing, assembling, delivering or installing the organ or otherwise incurred in connection herewith, plus incidental damages allowable according to law, and may retain all sums paid by Purchaser as a credit against the amount thereof, refunding any excess to Purchaser.
17. That all verbal agreements and understandings are merged in this contract and the specifications attached hereto, and no changes, alterations or additions to this contract shall be valid unless assented to in writing by both parties.

18. That when conditions are such as to require special rigging or hoisting apparatus and/or labor to raise the organ parts into a gallery or into chambers situated above the main or ground floor level of the building, and in any situation where the physical design of the organ structure requires that organ parts be hoisted, the Purchaser will bear the expense of such hoisting operations and assume responsibility for any and all damage to person and property incidental thereto except damage to such organ parts.

19. That in the event that factory production of the organ or its installation is delayed so as to prevent completion by the date provided in Paragraph 1 hereof, through any cause beyond the control of the Builder, including but not limited to new building construction by the Purchaser or alterations to Purchaser's existing building, or a delay caused by the imposition of Federal, State or local governmental controls, and if Builder's costs of labor and materials have increased from said completion date to the time finally scheduled for the organ's production to such an extent that a financial loss is expected by Builder in completing this contract, the parties hereto will negotiate in good faith for a reasonable increase in price; in the event of failure to agree upon such increase within 60 days of commencement of negotiations, either party hereto may cancel this Agreement by written notice to the other, in which event the Builder shall retain 3 per cent of the contract price as compensation for its engineering, drafting and other services rendered under this agreement and shall return to the Purchaser the balance of all payments made on the purchase price; whereupon, all rights and liabilities of the parties under this agreement shall cease and terminate.

20. That this agreement shall be construed in all respects in accordance with the laws of the State of Connecticut.

21. That this agreement and the terms herein shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their respective seals hereunto affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

AUSTIN ORGANS, INCORPORATED

By

Its Representative

Builder.

ST. JAMES EPISCOPAL CHURCH

(L. S.)

Purchaser.

This contract is not binding until accepted by Austin Organs, Incorporated, at Hartford, Connecticut.

ACCEPTED: Hartford, Connecticut,

NOVEMBER 27 1978

AUSTIN ORGANS, INCORPORATED

By

Its

MAR. '74

Mr. Ketchum's letter of October 30, 1978 to Mr. Yeager forms a part of this Contract

11/27/78

October 5, 19 78

AN ORGAN
DESIGNED FOR

ST. JAMES EPISCOPAL CHURCH

BIRMINGHAM, MICHIGAN

SPECIFICATIONS

GREAT ORGAN

Principal	8'	61 Pipes
Holzgedeckt	8'	61 "
Octave	4'	61 "
Spitzflote	4'	61 "
Super Octave	2'	61 "
Fourniture	IV	244 "
*Festival Trumpet	8'	61 "

* On separate high pressure in Pedal Chamber

SWELL ORGAN (Expressive)

Rohrgedeckt	16' (Ext. 8')	12 Pipes
Viole de Gambe	8'	61 "
Viole Celeste, T.C.	8'	49 "
Rohrflote	8'	61 "
Flauto Dolce	8'	61 "
Flute Celeste, T.C.	8'	49 "
Principal	4'	61 "
Flachflote	4'	61 "
Octavin	2'	61 "
Plein Jeu	IV	244 "
Fagot	16'	61 "
Trompette	8'	61 "
Fagot	8'	12 "
Clairon	4'	61 "
Tremolo		

CHOIR ORGAN (Expressive)

Bourdon (Metal)	8'	61 Pipes
Erzähler	8'	61 "
Erzähler Celeste, T.C.	8'	49 "
Spitzoctave	4'	61 "
Koppelflote	4'	61 "
Nasard	2-2/3'	61 "
Blockflote	2'	61 "
Tierce	1-3/5'	61 "
Sifflote	1'	61 "
Cymbal	III	183 "
Cromorne	8'	61 "
Tremolo		

9/27/76
11/27/76

CONSOLE SPECIFICATIONS

3-Manual drawknob console. Case style, wood and finish to blend with church furnishings. Capture system combination action on Austin's compact electro-mechanical system, entirely self contained within the console.

Complement of couplers, pistons and accessories as follows:

Compass of manuals	GC to C	-	61 keys
Compass of pedals	CCC to G	-	32 keys

Stops and INTRA-manual couplers on drawknobs. INTER-manual couplers on tilting tablets over top manual.

COUPLERS - INTRA-manual, with knobs of respective dimensions.

GREAT	16	UNISON OFF	8 - 4
SWELL	16	UNISON OFF	8 - 4
CHOIR	16	UNISON OFF	8 - 4

COUPLERS - INTER-manual, on tilting tablets

TO PEDAL	GREAT	8 - 4
	SWELL	8 - 4
	CHOIR	8 - 4
	ANTIPHONAL	8
TO GREAT	SWELL	16 - 8 - 4
	CHOIR	16 - 8 - 4
	ANTIPHONAL	8
TO SWELL	CHOIR	8
TO CHOIR	SWELL	16 - 8 - 4
	GREAT	8
	ANTIPHONAL	8

ADJUSTABLE COMBINATION PISTONS

TO GREAT

1,2,3,4,5,6,7,8 plus Cancel tablet

TO SWELL

1,2,3,4,5,6,7,8 plus Cancel tablet

TO CHOIR

1,2,3,4,5,6,7,8 plus Cancel tablet

TO ANTIPHONAL

1,2,3,4 plus Cancel tablet

TO PEDAL

1,2,3,4,5,6,7,8 toestuds plus Cancel tablet

GENERAL

1 thru 14 inclusive pistons, 1 to 10 or 12 duplicated on toestuds

Handwritten:
11/27/24

ADJUSTABLE COMBINATION PISTONS (Continued)

General Cancel Piston (also cancels Tutti)

Pedal combinations to manual pistons of like number by "ON" or "OFF" switches in respective keycheeks.

"ON" and "OFF" switch on right Great manual keycheek - labeled Reeds to Crescendo Pedal.

Combination setter piston

Combination key-lock switch

REVERSIBLES

GREAT TO PEDAL reversible piston and toestud

SWELL TO PEDAL reversible piston and toestud

CHOIR TO PEDAL reversible piston and toestud

ANTIPHONAL TO PEDAL reversible piston

SWELL TO GREAT reversible piston

SWELL TO CHOIR reversible piston

CHOIR TO GREAT reversible piston

ANTIPHONAL TO GREAT reversible piston

TUTTI reversible piston and toestud with light indicator

32' Resultant reversible toestud (moves knob)

32' Bombarde reversible toestud (moves knob)

ACCESSORIES

Balanced Swell expression Pedal with indicator lights.

Balanced Choir expression Pedal with indicator lights.

Balanced Crescendo Pedal with indicator lights.

Two low-voltage signal light/push button combinations (lock-on type) if desired, for wiring to remote points by church.

Clock.

Pedalboard light doubles as "ORGAN ON" indicator.

Music rack light.

Full width bench with music shelf. Back rest and blocks for height adjustment.

Rolltop on console with key lock.

"Tracker touch" on all manuals.

Organ blower and 10 volt D.C. action current rectifier (Silicon) of suitable capacity.

Austin steel plate with styrofoam filling expression shades.

Austin stepless electric servo-type shade engines.

Tonal finishing to be done in the church by factory voicer and helper.

RBK
11/27/56