

SERVICE AGREEMENT

This agreement is made and entered into this 16th day of August, 1983, by and between PRAIRIE ORGAN COMPANY ("PRAIRIE"), an Illinois corporation, whose principal address is 616 Dempster, Evanston, Illinois, and St. PAUL'S EPISCOPAL CHURCH ("CHURCH"), whose principal address is State Street at Sixth, Grinnell, Iowa. In consideration of the mutual covenants herein contained and the agreement of CHURCH to pay for all services provided by PRAIRIE as provided below, the parties hereto agree as follows:

1. Scope of Work: PRAIRIE shall, commencing on or about March 15, 1984, build a four-stop, one manual and pull-down pedal tracker organ as proposed in PRAIRIE'S letter of February 11, 1983 to Ms. Teresa Walker, which letter is incorporated herein, and install the Organ in CHURCH. The Organ shall be built of both new and used materials. Such work shall be completed on or about May 15, 1984. The time of completion, however, is subject to extension on account of delays beyond the control of PRAIRIE, including but not by way of limitation, delays caused by the CHURCH, fires, strikes, representative illness and the like, and is contingent upon the execution by the CHURCH of this Agreement as hereinafter specified.

2. Compensation to PRAIRIE: CHURCH shall pay PRAIRIE a total of FOURTEEN THOUSAND AND THIRTY DOLLARS (\$14, 030.00) for all of the services included herein, as follows:

1. FOUR THOUSAND SIX HUNDRED AND SEVENTY-SEVEN DOLLARS (\$4677.00) upon the signing hereof
2. FOUR THOUSAND SIX HUNDRED AND SEVENTY-SEVEN DOLLARS (\$4677.00) one month prior to delivery
3. FOUR THOUSAND SIX HUNDRED AND SEVENTY-SIX DOLLARS (\$4676.00) upon the earlier of acceptance of the Organ as completed and installed or the official playing of the Organ at any Church function after notice of completion from PRAIRIE.

The first payment shall be reduced by a credit of THREE HUNDRED FIFTY DOLLARS (\$350.00) if it is the intention of the CHURCH to provide a truck, driver and gasoline for transport of the Organ from PRAIRIE'S shop to the CHURCH. If, however, such transport has been so credited but not provided, the final payment shall be increased by the same amount.

3. PRAIRIE Service and Parts Warranty: PRAIRIE represents and warrants that all services provided by it and its agents under this agreement shall be in accordance with professional organbuilding standards and that the Organ, after date of completion, shall be free from any defects resulting from unskillful workmanship or from the use of unsuitable materials, and will make good at its own expense such defects within five years from completion; provided however, that the Organ is not subjected to abuse and that only PRAIRIE'S employees, authorized representatives, or other persons approved in writing by PRAIRIE are permitted access to the interior of the Organ during the five year period above. This representation and warranty does not include the tuning and ordinary care of the Organ after the installation is completed. Damage done by persons not specified above to any part of the Organ will void warranty with regard to said part or parts.

4. CHURCH Covenants: CHURCH covenants and agrees:

- a.) to make no change to the structure or interior finish of its building during the period of rebuilding of the Organ which might affect the acoustical properties of the room in which the Organ is to be heard, without prior notification and approval of PRAIRIE;
- b.) to furnish, if required, certified plans of the chamber in which said Organ is to be erected, also exact information regarding the nature of the electric current available at said building for the operation of the blowing apparatus;
- c.) to provide the peoper space and a suitable floor in the CHURCH building, adequately supported, for the erection of the Organ and have the building in proper condition for the erection of the Organ, including but not by way of limitation dampness and dust free for at least four weeks previous to the date stipulated for the completion of the Organ. It is understood by CHURCH that the Organ installation shall not begin until any other working persons likely to create rubbish, dust or disturbance shall be entirely out of the way. Furthermore, if after installation shall have commenced, the persons performing the installation shall be interrupted by any other persons creating rubbish, dust or disturbance, the losses in time and any other expense incidental to the installation caused by lack of proper conditions for installation, tuning and finishing, shall be assumed and paid by the CHURCH in addition to the contract price herein mentioned;
- d.) to furnish and install all wiring, switches and starter pertaining to the blower motor; to furnish and install iron conduits for Organ cable if demanded by local conditions or governmental code; to install such electric lights as may be needed for the erection and future care of the Organ; and to do all cutting of floors, partitions and other parts of the building that may be necessary for the erection of the Organ or any of its parts;
- e.) to provide, if necessary, a suitable place reasonably easy of access in which to store the Organ materials after they have been delivered, pending their assembly in the Organ space; to assume all responsibility for said Organ and parts thereof, covering loss, or damage by fire, lightning, explosion, water, tornado, rodents, or any other cause beyond the control of PRAIRIE, while contained in the CHURCH building or storage as provided above, insuring the same in good and reliable companies, and, if required, to deliver to PRAIRIE such insurance policies to protect both parties hereto as their interests may appear and be established;
- f.) to keep at CHURCH'S expense the building at such temperature as shall be required for erecting, installing, regulating and tuning the Organ and to supply free of charge the necessary light and power needed during the erection and installation of the Organ; and
- g.) to have the power connected to the blower motor by April 15, 1984, and to give to PRAIRIE undisturbed possession of the room in which the ORGAN is to be heard for the purpose of tone regulating and revoicing during normal working hours for a period of at least four weeks previous to the date fixed for completion, excepting

upon 24 hours notice of normal church functions.

5. Upon completion of the services herein, CHURCH, or its duly appointed representative, shall examine the Organ in the presence of the representative of PRAIRIE, and if found to be fully completed in accordance with this Agreement will then give acceptance of the same. Final settlement shall not be withheld on account of minor matters of tuning and ordinary care, which are not covered by paragraph 3 above. In any case, after notice of completion by PRAIRIE, the use of the Organ in a service of Public Worship or in any other public manner shall be deemed to constitute acceptance of the Organ by CHURCH.

6. Mutual Covenants: The parties further agree:

- a.) that if on account of governmental regulations, or CHURCH default or delay, restricting material receipt or interfering with labor or the performance of service as described herein, and PRAIRIE is delayed beyond the completion date of the Organ above, the parties will negotiate in good faith for a reasonable increase in price, corresponding to increases in cost of labor and/or materials, justified by PRAIRIE, as a direct result of delay. 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, PRAIRIE shall promptly return any payment or payments therefor received by it under this Agreement, less such sums spent by PRAIRIE for any purpose through the date of cancellation;
- b.) that the Organ is and will remain personal property, the title to which shall continue to remain in PRAIRIE until such time as the contract price shall be fully paid in cash, and that in the event of CHURCH failing to comply with the terms of this contract or any one of them, PRAIRIE shall have the right to remove and take to itself the Organ or any portion thereof wheresoever the same may be, and, in addition, the right to such damages as PRAIRIE may have suffered as a result of CHURCH'S nonperformance; and
- c.) that there are no verbal or other agreements or representations except as contained in this Agreement and the proposal letter dated February 11, 1983, attached hereto, and no change or modification made verbally will be binding upon PRAIRIE unless the same be made in writing, and signed by an executive officer of PRAIRIE.

7. PRAIRIE will coordinate choice of wood and finish for the Organ.

8. The tonal regulation, revoicing of pipework, and tuning of the Organ will be done under the direction and supervision of PRAIRIE'S Tonal Director.

9. Insurance: PRAIRIE shall keep in force at all times during the performance of this Agreement insurance as set forth below. PRAIRIE shall furnish CHURCH with satisfactory evidence of such insurance coverage and with Certificates of Insurance indicating that such policies will not be cancelled except upon ten days' prior written notice to CHURCH. Such insurance shall be in form and substance and issued by companies satisfactory to CHURCH and be of the following kinds and with limits of coverage sufficient to cover any claim:

- a.) Workers' Compensation and Employer's Liability Insurance -- in the limits prescribed by applicable statutes.
- b.) Comprehensive General Liability including Contractual Liability Insurance.

It is further agreed that PRAIRIE shall have its aforesaid policies or insurance appropriately endorsed to name CHURCH as an additional assured as to the service to be provided herein and that PRAIRIE shall furnish to CHURCH the appropriate Certificates of Insurance issued by its underwriters evidencing said endorsement and insurance coverage.

10. State Law: This Agreement shall be construed and enforced in accordance with Illinois law.

11. The rights of PRAIRIE under this Agreement shall be cumulative, and none shall exclude any other rights or remedies allowed by law, nor shall the failure of PRAIRIE at any time to enforce any right given it hereunder be deemed a waiver, relinquishment or abandonment of such right.

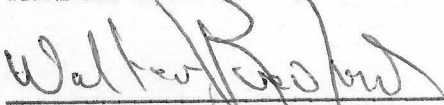
12. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach by such other party.

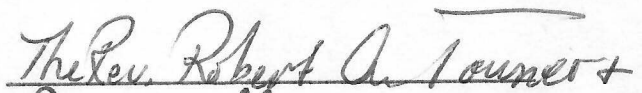
13. If any notice be required hereunder, it shall be sufficient, if in writing, sent by regular mail to the parties at their respective addresses above.

IN WITNESS WHEREOF, the parties have hereunto set their signatures.

PRAIRIE ORGAN COMPANY

ST. PAUL'S EPISCOPAL CHURCH


Walter Bradford, President
5/26/65


The Rev. Robert A. Turner +
Jr. McElroy Warden
Theresa C. Walker



2131-1/2 RIDGE AVENUE
EVANSTON, ILLINOIS 60201
U.S.A.

(312) 864-4323

February 11, 1983

Teresa Walker
St. Paul's Episcopal Church
Grinnell, Iowa 50112

Dear Teresa,

Enclosed you will find a drawing to scale of the organ we propose to build for your parish. As we discussed, the instrument will be a one manual (with or without pedal) tracker with exposed pipework, and will have the following disposition:

8' Gedackt (with c. low 6 offset)
4' Principal
2' Octave
1 1/3' Larigot

According to the measurements we took in Grinnell, it seems to us that with some modification to the alcove on the left side of your sanctuary, the organ should fit nicely without sacrifice of any seating space.

Below you will find the prices for the proposed instrument. I apologize for their being a bit higher than those I quoted in Grinnell; it seems (remarkably) that I had forgotten to include the cost of a bench and the cost of truck rental (!) as well as a few miscellaneous parts. As you mentioned that there was a parishoner willing to do the driving involved, I have listed prices with and without his/her participation.

One manual organ without pedal:	\$12,950.00
with credit (\$350.00) for driving:	12,600.00
One manual organ with pedal:	\$14,030.00
with credit (\$350.00) for driving:	13,680.00

I happened to meet Alan Laufman last week and he was glad to hear that we are hoping to build you an instrument, as he still had not found one he considered suitable, which he also thought would fit your space limitations.

I was glad for your phone call last week. I hope the enclosed information

is of help to you. Incidentally, the financial terms of the project (from our end) would be 1/3 upon signing, 1/3 one month before delivery and 1/3 upon acceptance of the instrument (denoted by its first use after completion in a public service.) Delivery time because of other commitments would be about ten months from today.

If I can be of help in supplying any other information or documentation please let me know. Thank you very much.

Sincerely,

Ronald J. Damholt

Ronald J. Damholt, P.O.C.

enc.