

## SERVICE AGREEMENT

1. This Agreement is made and entered into this 2nd day of June, 1990, by and between Bradford Organ Company ("Bradford," an Illinois corporation, whose principal address is 2315 Main Street, Evanston, Il. 60202, and Good Shepherd Lutheran Church ("Church,") whose principal address is Routes 132 and 59, Lake Villa, Il. 60046. In consideration of the mutual covenants herein contained and the agreement of Church to pay for all services herein provided by Bradford as stated below, the parties hereto agree as follows:

2. Scope of work: Bradford agrees to perform the following work to the Hinners/Reuter pipe organ currently owned by Church:

- Releather all of the instrument's reservoirs and chests
- chests and its expression machine and tremulant
- Repair the organ console as needed
- Provide the organ with an expression box for the Swell division
- Substitute a 4' Octave for the present Great 8' Dulciana
- Install the rebuilt organ into Church's nave, in the left rear portion (when facing the altar)
- Install the blower into the anteroom adjacent to this corner, with wind conduit connecting it to the organ
- Tonally regulate the organ for its new acoustic environment
- Provide the organ with casework having facade pipes on display

Such work shall be completed on or about 28 February, 1991. Time of completion, however, is subject to extension on account of delay beyond the control of Bradford, including but not limited to delays caused by Church, fires, representative illness and the like, and is contingent upon the execution by Church of this Agreement as hereinafter stated.

3. Compensation to Bradford: Church shall pay Bradford a total of \$30,514.00 for all services included herein, as follows:

- ✓ \$7600.00 upon the signing of this Agreement
- ✓ \$6100.00 upon the beginning of work to the organ in Bradford's shop
- \$6100.00 when rebuilding work is approximately one half complete
- \$6100.00 upon beginning of installation into Church building
- \$3050.00 upon notification of Church by Bradford in writing that work is complete
- \$1554.00 upon the earlier of acceptance of work by Church as complete or the official playing of the organ at any Church function after notice of completion by Bradford

4. Bradford service and parts warranty: Bradford represents and warrants that all services provided by it and its agents under this agreement shall be in accordance with professional organ building standards and that any parts or portions of the organ originally developed by Bradford, 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 Bradford's employees, authorized representatives, or other persons approved in writing by Bradford 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.

5. Church covenants and agrees:

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 acoustic properties of the room in which the organ is to be heard, without prior notification and approval of Bradford

to keep at Church's expense the building at such temperature as shall be required for rebuilding, regulating and tuning the organ and to supply free of charge the necessary light and power needed during the work herein specified.

Upon completion of the services included herein, Church, or its duly appointed representative, shall examine the organ in the presence of the representative of Bradford, and if found to be fully completed in accordance with this agreement will then give acceptance of the same. In any case, after notice of completion by Bradford, 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. The parties further agree:

that all property added or modified by Bradford is and will remain personal property, the title to which shall continue to remain in Bradford until such time as the contract price shall be fully paid in cash

that there are no verbal or other agreements or representations except as contained in this agreement, and no change or modification made verbally will be binding upon Bradford unless the same be made in writing, and signed by an executive officer of Bradford.

7. The tonal regulation, voicing of new pipework and tuning of the organ will be done under the direction and supervision of Bradford's tonal director.



8. Insurance: Bradford shall keep in force at all times during the performance of this Agreement insurance as set forth below. 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:

Workers' Compensation and Employer's Liability Insurance,  
in the limits prescribed by applicable statutes  
Comprehensive General Liability including Contractual  
Liability Insurance

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

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

11. 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.

12. 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.

13. Church also covenants and agrees to do all modification to Church building as may be necessary for installation of the rebuilt organ, and to provide all high-voltage electrical work, meeting local code requirements, including 110v. wiring for blower motor, rectifier and organ switch, and the hooking up of lights for tuning and service to the organ following its installation

14. The warranty elucidated in paragraph 4 of this Agreement shall include all releathering performed under this Agreement by Bradford.

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

Bradford Organ Company, Inc.      Good Shepherd Lutheran Church

Ronald J. Dahlstrom 6/2/90  
VICE PRESIDENT

Donna J. H. 6/2/90  
PRESIDENT