

DUPLICATE: Please sign and return to BUILDER.

W. Zimmer & Sons
INCORPORATED



MEMORANDUM OF AGREEMENT

This agreement, made this 7th day of July 1994, between W. Zimmer & Sons, Inc. a North Carolina Corporation of Charlotte, North Carolina, hereafter referred to as the "Builder", and West Side United Methodist Church of Ann Arbor, Mich., hereafter referred to as the "Purchaser".

Witnesseth:

The Builder agrees to construct and install, and the Purchaser agrees to buy a pipe organ, hereafter referred to as the "organ", according to the specification as set forth in Exhibit A which is attached to and made part of this agreement.

Now, Therefore, in consideration of the premises and the respective undertakings of the parties, the Builder and the Purchaser agree as follows:

1. **Price.** The Purchaser agrees to pay the Builder the sum of \$ 49,290.00 for the organ, which amount shall be due and payable as follows:

- (a.) ~~As materials are purchased and as construction proceeds, the Purchaser shall pay the Builder, monthly, 90% of the value incorporated into the organ during that month; Statements will be sent at the end of each month in which there was activity and are payable by the 15th of the following month;~~
- (b.) ~~Upon completion of the organ in the church, the remainder becomes due, less 5% retention;~~
- (c.) ~~Two months after completion in the Purchaser's building, the remaining 5% will become due, subject to satisfactory operation of the organ.~~
- (d) **See attached payment schedule.**

2. **Completion date.** The Builder agrees to complete the organ and install it in the Purchaser's premises on or before Dec 15, 1994. However, the Builder shall not be responsible for any delays occasioned in whole or in part by strikes, riots, accidents, acts of God, unavailability of material or labor, governmental acts and other matters beyond the Builder's reasonable control; the above-mentioned completion date shall be extended by the amount of time occasioned by such delays.

3. **Site Preparation:** The Builder agrees to furnish the Purchaser with drawings, specifications, plans and instructions as necessary to prepare the organ areas in the Purchaser's building. The Purchaser agrees to make such preparations and to provide a structurally sound area for the installation of the organ. The Purchaser agrees to provide adequate electrical switchgear and wiring, according to local codes and cause these to be connected to the organ by a qualified electrician at the Purchaser's expense.

4. **Changes in Specification.** During the course of the work to be done under this Agreement, the Builder may make such minor changes or adjustments in the specifications or lay-out of the organ or other work to be done under this Agreement as he may deem desirable to conform the organ to technical improvements during construction or other similar matters. Change orders requested by the Purchaser shall be made only if agreeable to the Builder after an agreement has been made with reference to the additional cost, if any, which will be occasioned by such change orders.

5. **Assistance.** The Purchaser agrees to provide such assistance as may be reasonably required by the Builder in moving heavy organ parts and placing them in position in the Purchaser's building. Unless specifically provided otherwise, such assistance shall be limited to providing a maximum of four persons for a maximum period of one day.

6. **Installation and Completion.** The purchaser agrees to provide, at a date agreed upon by the Purchaser and Builder, the building and organ area, adequately prepared to receive the organ installation, the interior finished and furnished and acoustically complete, heating and/or air conditioning systems and other electrical apparatus installed and functioning properly. During the installation, regulation, voicing and tonal finishing of the organ, the Purchaser agrees to provide uninterrupted access to the organ and organ area, and the building shall be free from noise, dust and disturbance to enable the Builder to properly conduct the above operations. The Purchaser agrees to provide all utilities as needed by the Builder in the Purchaser's building during the installation and completion of the organ. If the Purchaser is unable to provide the above conditions, and if it should be necessary for the Builder to interrupt his work and return at a later date to resume his work, the Purchaser agrees to reimburse the Builder for any extra travel and other expenses incurred. The above requirements specifically exclude normal church activities such as church services and funerals and the Builder agrees to do everything reasonably possible not to interfere with such activities.

7. **Unavailability of Site.** If the Purchaser is unable to receive the installation of the organ on the agreed date, then the parties shall negotiate in good faith to arrange for a revised installation schedule and to reimburse the Builder for additional costs incurred, if any.



In addition, if the Purchaser is unable to receive the organ, and if the Builder has the organ ready for installation, the Purchaser shall pay the Builder the remaining sums of the purchase price less 7½% of the total purchase price and provide space to store the organ or compensation for rental of storage space and other costs incurred by the Builder. If the organ is stored away from the Builder's premises, risk of loss shall pass to the Purchaser. If the organ is stored on the Builder's premises, the Builder agrees to provide proper insurance coverage and the Purchaser agrees to reimburse the Builder for the cost thereof.

8. **Taxes.** The Purchaser agrees to pay any and all federal, state and local taxes, licenses or fees which may be charged in connection with the sale, installation or use of the organ.

9. **Insurance.** The Builder agrees to carry proper workman's compensation and public liability insurance during all phases of construction and installation of the organ. The Builder agrees to provide adequate insurance coverage against the risk of loss or damage to any organ components, parts or materials to be furnished by him in terms of this agreement until arrival on the Purchaser's premises. The risk of loss or damage then passes to the Purchaser.

10. **Ownership:** Ownership of the organ shall remain with the Builder until all payments and taxes for the purchase of the organ have been made by the Purchaser. During the time of ownership of the organ by the Builder, the organ shall remain personal property even though it may become attached to the real property of the Purchaser.

11. **Warranty:** All parts of the organ, with the exception of the blower motor and rectifier, are warranted against defects in material or workmanship for a period of five years, commencing on the date of completion of the organ by the Builder. The blower motor and rectifier are warranted by their respective manufacturers against defects in material or workmanship for a period of one year, commencing on the date of completion of the organ. This warranty shall be voided if unauthorized persons have access to the interior of the organ, or if the Purchaser fails to regularly maintain the organ with service personnel approved by the Builder, or if the organ is subjected to great extremes of heat or humidity, or by gross abuse of the organ. The warranty does not cover tuning nor adjustments to the organ action. The builder shall, at his own expense, correct defects in materials or workmanship covered by this warranty.

12. **Acceptance:** Within 14 days from the date of completion of the organ in the Purchaser's building, the Purchaser or his authorized agent shall inspect the organ to determine if the organ has been satisfactorily completed, and the Purchaser shall notify the Builder of any defects or deficiencies. Acceptance shall not be deferred because of minor regulations or adjustments necessary to the organ.

In Witness Whereof, this agreement is signed and sealed by the Purchaser and the Builder on the day and year first above written.

For the Builder:

By: [Signature] (seal)

Franz J. Zimmer, President. Title

By: _____ (seal)

_____ Title

For the Purchaser;

By: [Signature] (seal)

ACTING PRESIDENT, BOARD OF TRUSTEES Title

By: _____ (seal)

_____ Title

W. Zimmer & Sons

INCORPORATED
SPECIFICATION



07/07/94

EXHIBIT A

of proposed rebuilt and enlarged organ for West Side United Meth Church
ANN ARBOR, MICHIGAN.

			Stage II	Stage I
<u>Great:</u>	1. Principal	8'	61 New	61 Old
	2. Holzgedackt	8'	61 Old	61 Old
	3. Rohrflute	8'	Swell	Swell
	4. Gemshorn	8' A	61 New	Sal. Sw.
	5. Octave	4'	61 Old	61 Old
	6. Gemshorn	4' A	12 New	==
	7. Superoctave	2'	61 Old	61 Old
	8. Mixture III-IV	1 1/3'	232 New	208 Old
	9. Trumpet	8' B	61 New	==
	10. Krummhorn	8'	61 Old	61 Old
<u>Swell:</u>	1. Rohrbourdon	16' C	61 Old	61 Old
	2. Rohrflute	8' C	12 Old	12 Old
	3. Salicional	8'	61 Old	61 Old
	4. Celeste TC	8'	49 Old	49 Old
	5. Geigen Principal	4'	61 Old	61 Old
	6. Rohrflute	4' C	12 Old	12 Old
	7. Nazard	2 2/3'	61 New	C -- Old
	8. Waldflute	2'	61 New	C 12 Old
	9. Tierce	1 3/5'	61 New	==
	10. Plein Jeu III	2'	183 New	==
	11. Fagott	8'	61 Old	61 Old
	12. Tremolo			
<u>Pedal:</u>	1. Diapason	16' D	32 Old	D 32 Old
	2. Rohrbourdon	16' C	Swell	C Swell
	3. Octave	8' E	32 Old	D 12 Old
	4. Rohrflute	8' C	Swell	C Swell
	5. Choralbass	4' E	12 Old	D 12 Old
	6. Rauschpfeife II	2'	64 Old	==
	7. Posaune	16' B	12 New	==
	8. Trumpet	8' B	Great	==
	9. Clarion	4' B	Great	==
<u>Couplers:</u>	1. Swell to Swell	16'		
	2. Swell Unison Off			
	3. Swell to Swell	4'		
	4. Swell to Great	16'		
	5. Swell to Great	8'		
	5. Swell to Great	4'		
	6. Swell to Pedal	8'		
	7. Great to Pedal	8'		

Analysis:

Stage I: All existing pipes and windchests 15 ranks
 Stage II: Existing and new pipes as shown above:-
 15 ranks existing plus 11 new. Total: 26 ranks.
 New Principal 8' as front pipes in new organ case.
 New windchests for most old and new pipes. Other
 chests refurbished as appropriate.
 New wind system.
 New solid-state switching system in both phases.
 Phase I system configured for easy conversion to
 Phase II in future.

Combinations:

Capture combination action, 48 memories
 6 general combinations, thumb and toe pistons.
 6 combinations to Great and Pedal, thumb.
 6 combinations to Swell and Pedal, thumb.
 set, general cancel, thumb.
 3 reversibles to main couplers.
 Tutti, thumb and toe reversible.

Casework:

Stage I: Existing arrangement
Stage II: Unenclosed Great and Pedal stops in
free-standing organ case in the front of the church
to a design drawing submitted for approval.

Accessories:

Key-switch for blower.
Illuminated plate glass music desk.
Pedalboard illumination.
Organist's bench, EXISTING.
Existing console cabinet, existing keyboards,
existing pedalboard, all refurbished as needed with
new key contacts.
Balanced Swell Pedal.
Balanced Great expression Pedal to selected stops.
Balanced Crescendo Pedal with indicator.

Price:

Installed and ready for use:

Stage I, including new console: \$ 49,290.00.

Mailing Address: P. O. Box 520
Pineville, N. C. 28134

W. Zimmer & Sons, inc.

pipe organ builders

Factory & Offices: Nations Ford Road
Charlotte, N. C.
Telephone (704) 588-1706



July 7, 1994.

Approximate Payment Schedule for:-

West Side United Methodist Church, Ann Arbor, Michigan

Initial Payment:	5,000.	To be billed after
Completion of new switching		signing of agreement.
system	15,000.	
Completion of console	18,000.	
Completion in church	8,825.	
5% retention, 2 months after del.	<u>2,465.</u>	
Total:	<u>49,290.</u>	

The existing console will be disconnected from the organ and transported to our factory for rebuilding. The organ will then be out of operation for a period of 4-6 weeks.

Delivery will be coordinated with the Buyer.

W. ZIMMER & SONS, INC.

Franz J. Zimmer
President.

