

This Agreement, Made this 28th day of February 1955, by and between **M. P. Möller, Inc.,** a corporation, of Hagerstown, Maryland, hereinafter called the "Manufacturer" and REFORMED PROTESTANT DUTCH CHURCH hereinafter called the "Church" whose address is Kingston, New York

Witnesseth: That the parties hereto, each in consideration of the promises and agreements of the other party herein contained, do promise and agree as follows:

Manufacturer agrees:

1. To manufacture an organ after and according to the annexed specifications and to plans of the organ location space to be hereafter submitted by the Manufacturer and to erect said organ in the above church located at Main and Wall Streets, Kingston, New York

ready for use on or before the 15th day of December 1955, or as soon thereafter as possible in the event of delays beyond its control.

2. That the organ when completed shall be first class, free from defects in material or workmanship, and that the Church may have it examined, immediately on completion, in the presence of a representative of the Manufacturer, by a competent and disinterested expert; if said examination shows that the organ does not conform with this Agreement, Manufacturer will, at its own expense, make it so conform.

3. To guarantee and does hereby guarantee the action and construction of the organ for a term of five (5) years from the date of completion, against defects in material and workmanship; and agrees at its own cost to correct any defects in either material or workmanship that may be brought to its attention within that time. This guarantee does not include tuning or ordinary care of the organ (or electric motor and generator which are guaranteed by the manufacturers thereof for one year), nor does it include any difficulties with or failures in the mechanism or operation of said organ which may be brought about by failure properly to protect, service and care for the same or by misuse or abuse thereof.

The Church agrees:

4. To pay to Manufacturer the sum of \$ 26,562.00 as follows:
First Payment: 10 % or \$ 2,656.00 on signing of this Agreement.

Second Payment: 25 % or \$ 6,640.00 when the organ is ready for assembly at the factory, and the balance as follows: In full when organ has been completed.

5. To pay any and all federal, state and/or city excise, sales and/or use taxes applicable to the transaction evidenced hereby; said taxes to be paid according to law to such person or authority as may be proper, in addition to the above price.

6. That the building and organ location space will be in proper condition for installation of the organ four weeks previous to the above mentioned date of completion.

7. That at and after the time of delivery it will provide all necessary light, heat, power, and uninterrupted opportunity to install said organ under such conditions as are necessary for proper tone regulation and tuning.

8. At its own cost to cause to be done, furnished, provided and/or installed: (a) Any necessary foundation and enclosures for the electric motor and blower, (b) all wind conductor between blower and organ, (c) all wiring connected therewith, (d) such lights as may be needed for the installation and future care of the organ, (e) any necessary cutting of floors, partitions or other parts of the building, (f) automatic remote control motor starter, electrical conduits or other special equipment when required, and (g) skids, block and tackle or other proper mechanical apparatus when organ chambers are so located that organ parts must be hoisted.

9. To carry out the provisions of Paragraph 8 hereof promptly and diligently so that installation of said organ is not delayed.

10. To assume and does hereby assume all risks of damage to or loss of said organ and its parts from and after such time as the same are placed in the building where the organ is to be installed (except such damage or loss as may directly result from the acts of the Manufacturer or persons making said installation of it); and at its own cost and expense immediately upon such delivery, to insure said organ and its parts against loss or damage by fire, water and other risks provided for in standard fire insurance policies containing extended coverage endorsement, in such manner and to such extent as will inure to the benefit of and fully protect the parties hereto, as their respective interests may appear.

It is mutually agreed:

11. That cabinet work (except as necessary to enclose the console), grilles, panel work, etc. are not included in this Agreement.

12. That in the event manufacturer of the organ is delayed beyond the anticipated date of delivery mentioned in the Agreement by reason of governmental regulations, and during such period of delay the Manufacturer's labor and/or material costs shall increase to such extent that it believes, in good faith, that it cannot manufacture said organ at the named price without loss, the parties hereto will negotiate in good faith for a reasonable increase in price; 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 the Manufacturer shall promptly return any payment or payments theretofore received by it under this Agreement.

13. That the organ, when completed and installed, will in every event be and be deemed to be, and be treated as personal property; that the title and ownership thereof shall be and remain in the Manufacturer until the purchase price and any and all promissory notes given in respect thereof (together with all applicable interest thereon) have been fully paid, after which said organ shall become the property of the Church; and until the completion of payment as aforesaid the organ shall be held by the Church and/or other owner or lessee of the premises in which the same is contained in trust for the use, benefit and security of the Manufacturer, free, clear and excluded from any lien, mortgage, pledge or other encumbrance of whatever nature, except such as shall be expressly subject and subordinate to the right, title and interest of the Manufacturer as herein expressed.

14. That this Agreement shall be binding after, but not before, acceptance by the Manufacturer at Hagerstown, Maryland, where said organ is to be constructed in its plant; and that all verbal agreements and understandings are merged in this agreement and the specifications attached hereto, which constitute the entire agreement.

In Witness Whereof, The Church has caused this Agreement to be executed by its duly authorized officers and its seal to be hereto affixed the day and year first above written, and Manufacturer has caused this Agreement to be accepted by its duly authorized officers and its seal to be hereto affixed the day and year hereinafter written.

WITNESS:

REFORMED PROTESTANT DUTCH CHURCH
KINGSTON, NEW YORK
Church

..... By Arthur E. Andemond, Pres. (SEAL)

..... James T. Little, Clerk (SEAL)

..... (SEAL)

..... (SEAL)

MANUFACTURER'S SALES REPRESENTATIVE:

E. Olsen
.....

This agreement is not binding until accepted by M. P. Möller, Inc., at Hagerstown, Maryland.

Accepted, Hagerstown, Maryland.

M. P. MÖLLER, INC.

3 - 17 1955 By W. R. Daniels, V. P.

NOTE—If terms other than “cash on completion” are desired they can be arranged for before agreement is signed. All deferred payments to be secured by notes signed by church trustees or other proper officers or persons and bear interest at 6% from date.

M. P. MÖLLER Organ Factory

Pipe Organ No. 8834 Date March 17, 1955
 For DUTCH REFORMED PROTESTANT CHURCH, KINGSTON, NEW YORK
 Action Electro-pneumatic Console Detached
 Casing No. None Finish As per sample
 Decorations None Motor 5 H.P. - Style 3-P-3328
 Width of Key-bed Standard Stops & intra-manual couplers draw knobs.
 No. Manuals Three Stop Controls inter-manual tilting tablets.
 To be Completed December 15, 1955 Wind Pressure New Qt., Sw., Ped. 4", Pres.
 Chancel Choir N/C
 Blower Pipe furnished by Purchaser

PITCH: A-440

SPECIFICATIONS

GREAT ORGAN

1.	8'	Diapason.....	45.....	17½.....	12 Zinc...	S.M..61	Pipes
2.	8'	Melodia...Open Mel. Bass..Reg. Mel. Treble.....			W.&M..	61	Pipes
3.	8'	Dulciana.....	56.....	17½.....	12 Zinc...	S.M..61	Pipes
4.	4'	Octave.....	57.....	18½.....		S.M..61	Pipes
5.	4'	Chimney Flute.....	60.....	20½.....		S.M..61	Pipes
6.	2'	Super Octave.....	70.....	18½.....		S.M..61	Pipes
7.	III Rks.	Fourniture.....	See Formula "A".....	18½.....		S.M.183	Pipes
8.		Chimes.....	From #29.....			21	Notes
9.		Tremolo					

SWELL ORGAN

10.	16'	Bourdon..Unit.....	44.....	20½.....	24 Zinc...	S.M..97	Pipes
11.	8'	Diapason.....	47.....	17½.....	12 Zinc...	S.M..73	Pipes
12.	8'	Rohrflöte.....	From #10.....			73	Notes
13.	8'	Salicional.....	56.....	17½.....	12 Zinc...	S.M..73	Pipes
14.	8'	Voix Celeste..T.C.....	58.....	17½.....		S.M..61	Pipes
15.	4'	Spitzprincipal.....	59.....	18½.....		S.M..73	Pipes
16.	4'	Flute d'Amour.....	From #10.....			73	Notes
17.	2-2/3'	Rohrnazard.....	From #10.....			61	Notes
18.	2'	Flautino.....	From #10.....			61	Notes
19.	III Rks.	Cymbal.....	3-R-2.....	18½.....		S.M.183	Pipes
20.	8'	Trompette.....	3".....			73	Pipes
21.	4'	Oboe Clarion.....	3" @ 8' CC.....			73	Pipes
22.		Tremolo					

CHANCEL-CHOIR ORGAN

(Present chests and pipes)

23.	8'	Gedeckt.....	present...no change.....			61	Pipes
24.	8'	Viola d'Amour.....	present...no change.....			61	Pipes
25.	8'	Vox Angelica..T.C.....	present...no change.....			61	Pipes
26.	8'	Vox Humana.....	present...no change.....			61	Pipes
27.	8'	Harp.....	present...no change.....			49	Bars
28.	4'	Celesta.....	present...no change.....			49	Notes
29.		Chimes.....	present...no change.....			21	Bells
30.		Tremolo					

CHANCEL-CHOIR ORGAN (Cont'd)

(Present chests and pipes)

31.	Blank.....	Console only
32.	Blank.....	Console only
33.	Blank.....	Console only
34.	Blank.....	Console only
35.	Blank.....	Console only

PEDAL ORGAN

36.	16'	Contrebasse. (1-12 wood) CCC 7 $\frac{1}{4}$ "x10" I.D..#13..14.18 $\frac{1}{2}$..17 Zinc.C.M.	56	Pipes
37.	16'	Bourdon.....Reg. Ped. Bdn.....Low Lip.....	56	Pipes
38.	16'	Gedeckt.....From #10.....	32	Notes
39.	16'	Echo Bass.....Present....12 pipes....20 from #23.....	32	Notes
40.	8'	Principal.....From #36.....	32	Notes
41.	8'	Gedeckt.....From #37.....	32	Notes
42.	8'	Rohrflöte.....From #10.....	32	Notes
43.	4'	Choralbasse.....From #36.....	32	Notes
44.	4'	Flute.....From #37.....	32	Notes
45.		Blank.....		Console only
46.		Blank.....		Console only
47.		Blank.....		Console only

COUPLERS

48.	Great to Pedal		62.	Swell to Swell	16'
49.	Great to Pedal	4'	63.	Swell to Swell (Unison)	
			64.	Swell to Swell	4'
50.	Swell to Pedal		65.	Swell to Choir	16'
51.	Swell to Pedal	4'	66.	Swell to Choir	
52.	Choir to Pedal		67.	Swell to Choir	4'
53.	Great to Great	16'	68.	Choir to Choir	16'
54.	Great to Great (Unison)		69.	Choir to Choir (Unison)	
55.	Great to Great	4'	70.	Choir to Choir	4'
56.	Swell to Great	16'			
57.	Swell to Great				
58.	Swell to Great	4'			
59.	Choir to Great	16'			
60.	Choir to Great				
61.	Choir to Great	4'			

ADJUSTABLE COMBINATIONS

Pistons No. 1-2-3-4-5-6	Affecting Great Organ
Pistons No. 1-2-3-4-5-6	Affecting Swell Organ
Pistons No. 1-2-3-4-5-6	Affecting Choir Organ
Pistons No. 1-2-3-4-5-6	Affecting Pedal Organ
Pistons No. 1-2-3-4-5-6	Affecting Full Organ (duplicated by toe studs)
General Cancel Piston	

PEDAL MOVEMENTS

Balanced Expression Pedal - Swell Organ
Balanced Expression Pedal - Great Organ
Balanced Expression Pedal - Chancel-Choir Organ
Balanced Crescendo Pedal
Sforzando Reversible, Piston and Toe Stud
Great to Pedal Reversible, Piston and Toe Stud
Swell to Pedal Reversible, Piston and Toe Stud
Pedal to manual piston coupler, Great - Swell - Chancel-Choir
All Swells to Swell Reversible, piston and toe stud

ACCESSORIES

Expression Indicator (light)
Crescendo Indicator (light)
Sforzando Indicator (light)
Action Current Indicator (light)
Organ Bench with Music Shelf
Concave Radiating Pedal Clavier
Music Rack and Pedal Lights
Electric Motor and Blower of ample capacity
Present Orgelectra

GENERAL

All manual and pedal chests to be new, excepting present Echo-Choir Organ. Present pipes to be used again where adaptable in new specifications. All such pipes to be returned to factory in Hagerstown to be repaired, revoiced and guaranteed the same as new when placed on new chests.

The organ is to be the distinctive work of the builder; not an assembled product.

GREAT MIXTURE FORMULA "A"

19	15	12	8
22	19	15	12
26	22	19	15
<u>1-24</u>	<u>25-36</u>	<u>37-48</u>	<u>49-61</u>

Unison	46	@	8'	CC	1/4	Mouth	18 $\frac{1}{2}$	S.M.
Quint	47	@	8'	CC	2/9	Mouth	18 $\frac{1}{2}$	S.M.