

CONTRACT

1 Articles of Agreement made this 18th day of August, 1948,
by and between the AEOLIAN-SKINNER ORGAN COMPANY, INC., of BOSTON,
MASSACHUSETTS, hereinafter called the Builder and THE CHAPEL, PERKINS THEOLOGICAL
QUADRANGLE, SOUTHERN METHODIST UNIVERSITY, DALLAS, TEXAS
hereinafter called the Purchaser.

2 For, and in Consideration of the sum of TWENTY-NINE THOUSAND NINE HUNDRED
EIGHTY-FIVE (\$29,985.00) DOLLARS
Dollars, to be paid by the Purchaser to the Builder, the said Builder agrees to build an organ according
to the annexed specifications, in a thorough and artistic manner, and install it in THE CHAPEL,
PERKINS THEOLOGICAL QUADRANGLE, SOUTHERN METHODIST UNIVERSITY
complete in every detail and fully warranted, estimated on or about September, 1950.

This date is not a consideration or term of this contract, but is given in good faith and full expectation of prompt delivery, subject, however, to delays from fires, strikes or causes beyond the control of the Builder, and especially subject to delays from freight embargoes or other interferences.

3 It is agreed that the amount of any State or Federal Tax levied on the manufacture or sale of said organ or in any other manner levied on the transaction set forth in this agreement, shall be added to the purchase price hereinabove set forth, and paid by the Purchaser.

4 It is understood and agreed that the materials and labor entering into the organ hereinabove contracted for are to be procured by the Builder in the State of Massachusetts, and that said organ is to be constructed by the Builder in the State of Massachusetts from which State it is to be transported in interstate commerce to the State of TEXAS where it is to be installed by the Builder as hereinabove set forth.

5 The Purchaser agrees that when the Builder is ready to proceed with the installation of the organ, the Purchaser will keep the building at a suitable temperature as required by the Builder and provide and allow the use of suitable electric current for tone regulation, tuning, testing and lighting; that he shall provide a condition of quiet within the building for the proper tone regulation of the organ, and that he shall hold the Builder harmless from interference with its workmen during the installation. The Purchaser further agrees to assume all risk of damage to the organ by fire, lightning, water, tornado or otherwise while contained in the said building and to insure the same in good reliable companies for the benefit of the parties hereto as their interests may appear.

6 If the building is not in proper condition for the organ to be erected when the organ is ready for shipment, and it becomes necessary to place the organ in storage, to be held until the building is ready for installation, the Purchaser agrees to pay the cost of such storage, or to arrange for such storage in a proper place at his own expense, provided of course that the organ builder does not complete said organ at the factory before the proper time for shipment, in accordance with contract date of completion.

7 It is mutually agreed that, in view of the fact that the presence of rubbish and dust, especially from plaster, and of noise or disturbance caused by workmen, when an organ is being erected causes not only immediate but future troubles in the functioning of any organ, the building in which the organ herein referred to is to be erected shall not be considered ready for the erection of said organ until the organ chambers and the adjacent parts of the building are entirely free from rubbish and dust. In other words, it is understood that the organ erection shall not be started until any other workmen liable to create rubbish, dust or disturbance shall be out of the way entirely, and furthermore, if after the organ erection men once start their work, they are interrupted by other workmen creating rubbish and dust, or making any disturbance, the losses in time and expense caused by the lack of proper conditions for organ erection and tuning, shall be paid by the Purchaser in addition to the contract price herein mentioned.

8 The Purchaser agrees to inform the Builder as to where the organ and console are to be located, and the dimensions of the spaces to be occupied before the plans or construction of the organ are begun. After these dimensions have been so determined the Purchaser shall not permit any changes to be made in the dimensions of the organ spaces, nor the installation of any obstructions such as pipes, beams, posts, etc., and shall reimburse the Builder for additional cost due to such changes or obstructions.

9 The Purchaser, in consideration of the agreement herein of the Builder, hereby requests the Builder to construct and erect said organ and agrees to purchase the same and to pay therefor the sum of.....

TWENTY-NINE THOUSAND NINE HUNDRED EIGHTY-FIVE (\$29,985.00) Dollars

as follows:—

ten (10%)

When the contract is signed, ~~twenty-five (25%)~~ per cent. of the total contract price amounting to ~~Two Thousand Nine Hundred Ninety-eight & 50/100 (\$2,998.50)~~. When the Builder is ready to commence manufacture of the organ, ~~15% of the total contract price amounting to FOUR THOUSAND FOUR HUNDRED NINETY-SEVEN & 75/100 DOLLARS.~~

When the principal portion of said organ is manufactured ready to assemble in the factory of the

Builder, twenty-five (25%) per cent. of the total contract price amounting to SEVEN THOUSAND FOUR HUNDRED NINETY-SIX & 25/100 DOLLARS (\$7,496.25)

Upon the delivery at the above named building of the principal portion of said organ, twenty-five (25%)

per cent. of the total contract price amounting to SEVEN THOUSAND FOUR HUNDRED NINETY-SIX & 25/100 DOLLARS (\$7,496.25)

Upon the erection of said organ complete, in accordance herewith, the Purchaser agreeing to examine said organ immediately in the presence of a representative of the Builder, the balance of said contract

price, to wit, the sum of SEVEN THOUSAND FOUR HUNDRED NINETY-SIX & 25/100 DOLLARS (\$7,496.25)

provided, however, that when said organ is ready for erection, and completion is held up by the inability for any reason of the Purchaser to have the installation proceed, all payments are due up to ninety (90%) per cent. of the contract price.

10 Final payment is, in any event, immediately due upon use of the organ in service or in other public manner. Interest to be paid at the rate of six (6) per centum per annum from the date of such use upon any balance remaining unpaid upon the expiration of thirty (30) days.

11 Final payment shall not be withheld on account of minor adjustments for which the Builder is liable under its warranty.

12 It is mutually agreed that the title to and ownership of said organ shall be and remain in the Builder until the contract price as heretofore stated and all promissory notes or other evidences of indebtedness and renewals thereof have been fully paid with interest at the current rate upon any amount not paid when due, and that only upon such payment shall said organ become the property of the Purchaser. If the Purchaser shall fail to make the payments as herein provided, or to pay any notes given when due, and such default shall continue for thirty (30) days, the Builder upon written notice to the Purchaser may forthwith take and repossess said organ, and after sale of said organ the Builder shall apply the proceeds of said sale upon the payments due hereunder and shall account to the Purchaser for any balance of said proceeds.

13 It is understood and agreed that the delivery and acceptance of promissory notes or other evidences of indebtedness shall not be considered payment until the full amount of the same and of any renewals thereof shall have been paid in full with interest.

14 All verbal agreements and understandings are merged in this contract and the specifications and details of construction attached hereto which comprise the entire contract, and no change, alteration or modification made verbally or in any other way, will be binding upon the Builder, unless the same be made in writing signed by an executive officer of the said Builder.

14 (a) The Inflation Rider annexed hereto marked "A" is incorporated herein

15 In witness whereof, the parties hereto have hereunto set their hands and seals this by reference.

8th day of September 1948

AEOLIAN-SKINNER ORGAN COMPANY, INC.

By G. J. Shalldon
PRESIDENT

Witness

Mary G. W. Kaffigan

Southern Methodist University

(Purchaser)

By

Murphy Lee

Witness

Lester W. Miller

Aolian-Skinner Organ Company

Organ Architects and Builders

Church Residence Auditorium University

Skinner Organs

Aolian Organs

Dallas, Texas, August 18, 1948

SPECIFICATION OF AN ORGAN PREPARED FOR

THE CHAPEL
PERKINS THEOLOGICAL QUADRANGLE
SOUTHERN METHODIST UNIVERSITY
DALLAS, TEXAS

GREAT ORGAN

PIPES

16'	Quintaten	#42 - 1/4 fine & stopped	61
8'	Diapason	#43 - 1/4 - 1/2 17 1/2 feet	61
8'	Bourdon	#2 1/2 in. dia. 1/2 in. dia. 1/2 in. dia.	61
4'	Octave	#56 - 1/4 - 1/2 15 1/2 in. dia.	61
2 2/3'	Twelfth	#65 - 1/4 - 1/2 15 1/2 in. dia.	61
2'	Fifteenth	#68 - 1/4 - 1/2 15 1/2 in. dia.	61
	Furniture (IV Ranks)	18-19-22-26	244

SWELL ORGAN

8'	Geigen Diapason	#46 - 1/4 - 1/2 17 1/2 in. dia.	68
8'	Stopped Diapason	wood stop diap	68
8'	Viole de Gambe	#60 - 1/4 1/2 in. dia. tapered 2 1/2 scales	68
8'	Viole Celeste	#60 - 1/4 1/2 in. dia. " after 62 1/2 in.	68
4'	Octave Geigen	#68 - 1/4 - 1/2 15 1/2 in. dia.	68
4'	Flute Triangulaire	Yule Octonantes new tapered bar	68
	Plein Jeu (III Ranks)	183 24 18-19-22	
16'	Fagotto	12 12-15-19	68
8'	Trömpette	12 8-12-15	68
4'	Oboe Clarion	13 8-12	68
	Tremolo		

CHOIR ORGAN

PIPES

250	8'	Cor-de-Nuit	<i>5' 1</i> <i>C</i> <i>1st</i>	68
250	8'	Dulciana	<i>56 - 1/4</i>	68
250	8'	Unda Maris	<i>80 1/5 - 1st</i>	56
250	4'	Koppelflute	<i>C</i> <i>Bourdon</i> <i>2nd</i>	68
250	2 2/3'	Nazard		61
200	2'	Blockflute		61
450	8'	Clarinet	<i>C</i>	68

Tremolo

PEDAL ORGAN

750	16'	Contre Basse	<i>1</i>	32
500	16'	Bourdon	<i>1 - A</i>	32
150	16'	Quintaten (Great)		
350	8'	Octave	<i>43 - 2/9</i> <i>2nd</i>	<i>32 1/2 19th</i>
200	8'	Flute (Bourdon)		12
100	8'	Quintaten (Great)		
250	4'	Choral Bass	<i>54 - 1/4 - 1/2 18th</i>	<i>32 1st 1st</i>
750	16'	Bombarde	<i>6" scale</i> <i>1st</i>	32
200	8'	Trompette (Bombarde)		12

530

C O U P L E R S

Swell to Great)	
Choir to Great)	Unison
Swell to Choir)	

Swell to Swell	4')	K	
Swell to Swell	16')	K	
Swell to Great	4')		
Swell to Great	16')		
Swell to Choir	4')		Octave
Swell to Choir	16')		
Choir to Choir	4')	K	
Choir to Choir	16')	K	
Choir to Great	4')		
Choir to Great	16')		

Swell to Pedal)	
Great to Pedal)	
Choir to Pedal)	Pedal
Swell to Pedal	4')
Choir to Pedal	4')

Swell Unison On and Off *knobs*

COMBINATIONS - Adjustable at the console and visibly
operating the draw stop knobs

GREAT	- 1,2,3,4,5,6
SWELL	- 1,2,3,4,5,6
CHOIR	- 1,2,3,4,5,6
PEDAL	- 1,2,3,4,5,6
GENERAL	- 1,2,3,4,5,6 <i>pedal - 1,2,3,4,5,6</i>

General Cancel

MECHANICALS

Great to Pedal Reversible
Swell Expression
Choir Expression
Crescendo with light indicator
Sforzando with light indicator

INFLATION RIDER

"A"

In view of the current instability of prices which may have a substantial, although presently unforeseeable, effect on all manufacturing costs, it is further agreed that if by the time the Builder notifies the Purchaser that he is ready to commence manufacture of the organ, there has been a rise of ten (10%) percent or more in the final monthly index of wholesale prices for "ALL COMMODITIES", published by the Bureau of Labor Statistics of the United States Department of Labor, over the level of such index as of the date hereof, the Builder may at his option cancel the contract upon return to the Purchaser of any contract payments theretofore made. Similarly, if by such time there has been a decrease of ten (10%) percent or more in the level of the said monthly index, the Purchaser may at his option cancel the contract and require the return to him of any contract payments theretofore made to the Builder. In the event of such cancellation neither party shall be under any further duty or liability to the other by virtue of this contract.

It is hereby stipulated and agreed that the said monthly index is at 169.4 as of the date hereof.