

CONTRACT

RECEIVED	
H. B. C.	
Lee	✓
JULY	19 57

REVISED

1 **Articles of Agreement** made this 31ST day of JULY 19 57
by and between the **AEOLIAN-SKINNER ORGAN COMPANY, INC.**, of **BOSTON,**
MASSACHUSETTS, hereinafter called the Builder and TRINITY EPISCOPAL CHURCH,
UPPERVILLE, VIRGINIA
hereinafter called the Purchaser.

2 **For, and in Consideration** of the sum of FORTY-NINE THOUSAND ONE HUNDRED SEVENTY-FIVE
(\$49,175.00) *less \$4500 for elimination of panel top* 48725
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 TRINITY EPISCOPAL CHURCH
UPPERVILLE, VIRGINIA
complete in every detail, estimated on or about completion of the church building

This date is not a consideration or term of this contract, but is given as the expectation by the Builder of the time of delivery, subject, however, to delays from fires, strikes, freight embargoes or causes beyond the control of the Builder.

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 said organ is to be constructed by the Builder in the Commonwealth of Massachusetts from which Commonwealth it is to be transported in interstate commerce to the State of VIRGINIA 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 damage and loss caused by 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 by other causes 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 installed 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 that this obligation shall not apply to a period prior to the estimated 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 installed 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 installed shall not be considered ready for the installation 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 installation 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 installation men once start their work, they are interrupted by other persons creating rubbish and dust, or making any disturbance, the losses in time and expense caused by the lack of proper conditions for organ installation 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 either 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 install said organ and agrees to purchase the same and, subject to the provisions of paragraph 10 below, to pay therefor the sum of Forty-Nine Thousand One Hundred Seventy-Five (\$49,175.00)

Dollars -----

as follows:—

When the contract is signed, ten (10%) per cent of the total contract price amounting to Four Thousand

Nine Hundred Seventeen Dollars and Fifty Cents (\$4,917.50) ✓ -----

which is understood to cover the cost of the services of the Builder to the date of the contract.

When the actual building of the organ by the Builder is commenced, fifteen (15%) per cent of the total contract price amounting to Seven Thousand Three Hundred Seventy-six Dollars and Twenty-

five Cents (\$7,376.25) ✓ -----

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 Twelve Thousand Two Hundred

Ninety-three Dollars and Seventy-five Cents (\$12,293.75) -----

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 Twelve Thousand Two Hundred Nine-three Dollars

and Seventy-five Cents (\$12,293.75) -----

Upon the installation 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 Twelve Thousand Two Hundred Ninety-three Dollars and Seventy-five Cents (\$12,293.75) provided, however, that when said organ is ready for delivery or installation and such delivery or installation 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. Final payment is, in any event, immediately due upon use of the organ in service or in other public manner. Interest is 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 ten (10) days from that date.

10 In view of the instability of the price of expert labor and materials used in the manufacture of organs it is further agreed that at the time when the actual building of the organ is to begin, the amounts to be paid by the Purchaser under paragraph 9 (exclusive of any amounts already paid) shall be adjusted as follows:—

a. For each full one (1%) per cent increase in the Builder's cost of productive labor over such cost existing at the date of this contract, the amounts to be paid shall be increased six-tenths of one per cent (.6%), and for each full one (1%) per cent increase in the Builder's cost of principal materials (i.e. tin, lead, zinc and lumber), such amount to be paid shall be increased four-tenths of one per cent (.4%).

b. For each full one (1%) per cent decrease in the Builder's cost of labor under such cost existing at the date of this contract, the amounts to be paid shall be decreased six-tenths of one per cent (.6%), and for each full one (1%) per cent decrease in the Builder's cost of said materials such amount to be paid shall be decreased four-tenths of one per cent (.4%).

c. The Builder shall notify the Purchaser of the adjustment provided for above before actual construction of the organ begins.

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

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.

*Price 9/1/60
7200
later 9/1/60*

*9745
14200
14200*

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.

15 This contract shall be interpreted under and governed by the laws of the Commonwealth of Massachusetts.

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

..... 7th day of..... AUGUST..... 1957.....

AEOLIAN-SKINNER ORGAN COMPANY, INC.

By.....

PRESIDENT

Witness

Margaret M. Lynch

TRINITY EPISCOPAL CHURCH

(Purchaser)

By.....

for Finance Committee

Witness

Betty Selkirk

Aolian-Skinner Organ Company

INC.

Organ Architects and Builders

Church Residence Auditorium University

Skinner Organs

Aolian Organs

Boston, Mass., July 31

19 57.

SPECIFICATION OF AN ORGAN PREPARED FOR

TRINITY EPISCOPAL CHURCH
Upperville, Va.

<u>GREAT ORGAN</u>	(Mounted)	<u>PIPES</u>
8'	Spitzprinzipal	61
8'	Bordun	61
4'	Octave	61
4'	Rohrflöte	61
Plein Jeu (III - VI Rks.)		305
Nave on Great		

SWELL ORGAN

16'	Quintade	68
8'	Viole-de-Gambe	68
8'	Viole Celeste	68
8'	Rohrflöte	68
4'	Spitzflöte	68
2 2/3'	Rohr Nasat	61
2'	Octavin	61
Cymbel (III Rks.)		183
16'	Bassoon	68
8'	Trompette	68
4'	Rohr Schalmei	68
Tremulant		
Swell 4'		
Swell 16'		
Swell Unison		
Nave on Swell		

<u>CHOIR ORGAN</u>	<u>PIPES</u>
8' Nason Flute	68
8' Spitzviol	68
8' Flauto Dolce	68
8' Flute Celeste (T. C.)	56
4' Koppelflöte	68
2' Nachthorn	61
1 1/3' Larigot	61
8' Cromorne	68
Tremulant	
Choir 4'	
Choir 16'	
Choir Unison	
Nave on Choir	

PEDAL ORGAN

16' Contre Basse	32
16' Quintade (Swell)	-
16' Dolce Bass (Choir Ext.)	12
8' Octave	12
8' Quintade (Swell)	-
8' Rohrflöte (Swell)	-
4' Super Octave	32
4' Rohrflöte (Swell)	-
Mixture (III Rks.)	96
16' Bassoon (Swell)	-
8' Cromorne (Choir)	-
4' Rohr Schalmei (Swell)	-

NAVE ORGAN (Mounted)

8' Holzgedackt	61
4' Praestant	61
2' Spillflöte	61
Mixtur (IV Rks.)	244

C O U P L E R S

Swell to Great	16'
Swell to Great	8'
Swell to Great	4'
Swell to Choir	16'
Swell to Choir	8'
Swell to Choir	4'
Choir to Great	16'
Choir to Great	8'
Choir to Great	4'
Swell to Pedal	8'
Swell to Pedal	4'
Choir to Pedal	8'
Choir to Pedal	4'
Great to Pedal	8'
Nave to Pedal	8'

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

GREAT & NAVE	- 1,2,3,4,5
SWELL	- 1,2,3,4,5
CHOIR	- 1,2,3,4,5
PEDAL	- 1,2,3,4,5
GENERAL	- 1,2,3,4,5 Duplicated by toe studs

General Cancel

MECHANICALS

Swell Expression
Choir Expression
Great to Pedal Reversible & Swell, Choir to Pedal Reversible
Crescendo
Sforzando

AEOLIAN-SKINNER ORGAN COMPANY, INC.

DETAILS OF CONSTRUCTION

The builder warrants the action and construction in every particular, and agrees to make good any defects in materials and workmanship which may appear within five years.

Casing of console to be of native oak, or of any other native wood of equal value; of simple design to harmonize with the period of the architecture of the building.

An organist's bench of same material as console casing.

The organ builder is to furnish and install an electric blowing plant, consisting of a motor, blower, remote control self-starter where necessary, and generator or rectifier for action current, all of ample size to meet any legitimate demand which may be made thereon by the instrument, according to the specifications.

The purchaser shall furnish a suitable foundation for the motor and blower, connect the motor and starting switch with the power current, install wiring from the console to the self-starter and connect same; do all cutting of floors, partitions, etc., and the running of conduits where required and wind conductors from the blower to the console and all organ chambers and between the blower outlets and the basement reservoirs; and shall prepare the organ chamber in accordance with plans which shall be furnished by the organ builder.

The organ is to be erected in the building, tone regulated, tuned and left ready for use. ~~Freight and cartage to be paid by purchaser.~~

No organ case or front display pipe work is included, (A) except the functional pipes of the great organ and the nave organ.