

This Agreement entered into this 30th day of October, 1967

by and between THE REUTER ORGAN COMPANY, Lawrence, Kansas, hereinafter called the Builder, and First Presbyterian Church, Pittsburg, Kansas, hereinafter called the Purchaser.

1. The Builder agrees to build for and install in First Presbyterian Church, Pittsburg, Kansas a pipe organ in accordance with the annexed specification, complete and ready for use on or about the first day of June, 1969 subject, however, to delays from fire, water, strikes, governmental action or regulations, or other causes not within the reasonable control of the Builder.

2. The Builder warrants that the said organ shall be of first quality, free from defects in material or workmanship, and agrees to replace or repair at its own expense, upon written notice thereof, any part or parts which may prove defective under normal use and service during the term of five years immediately following the completion of the said organ. This warranty does not include tuning, regulating, or care of said organ after installation, nor does it include motors or rectifiers which are guaranteed by their manufacturers for one year.

3. The Purchaser hereby accepts this Agreement and requests the Builder to proceed with the building and installation of said organ, and agrees to purchase the same, and to pay therefor the sum of Thirty-one Thousand Fifty-two (\$31,052.00) Dollars in funds as follows:

Upon the signing of this contract the sum of Three Thousand One Hundred (\$3,100.00) Dollars.

Upon the start of actual construction of the said organ by the Builder in its factory, the sum of Nine Thousand Three Hundred Twenty (\$9,320.00) Dollars.

Upon delivery of the organ or principal parts thereof to the building where the organ is to be installed, the sum of Nine Thousand Three Hundred Twenty (\$9,320.00) Dollars.

Upon the installation of the said organ complete and in accordance with this Agreement, the Purchaser agreeing to examine the organ immediately in the presence of a representative of the Builder, the balance of said purchase price, to wit, the sum of Nine Thousand Three Hundred Twelve (\$9,312.00) Dollars.

Final payment for the said organ shall, in any event, be immediately due upon use of the organ by the Purchaser in service or other public manner. Any balance remaining unpaid upon the expiration of fifteen (15) days from date of such use shall bear interest at the rate of seven per cent (7%) per annum from said date. Final payment for the organ shall not be withheld for reason of minor adjustments for which the Builder may be liable hereunder.

4. It is agreed that the amount of any Federal, State, County, City, or other Governmental Unit Tax now, or hereafter, imposed by law on the manufacture, sale, or use of this said organ, shall be added to the purchase price of said organ as above set forth and paid by the Purchaser.

5. In the event that the said organ is ready for delivery or installation as heretofore provided under the terms of this Agreement and such delivery or installation is delayed by the inability, for any reason, of the Purchaser to have the installation proceed without interruption, to completion, there shall become due and payable within ten days after notice has been given by the Builder to the Purchaser that the said organ is ready for delivery and installation, such additional sum as will bring the total payments to ninety per cent of the purchase price of the said organ. In the event that the building in which the said organ is to be installed is not in proper condition for the installation of the organ when the organ is ready for delivery as provided for in this Agreement and it becomes necessary to place the organ in storage until such time as the building is ready for the installation, the Purchaser agrees to provide proper storage and to pay the cost thereof.

6. It is mutually agreed that the building in which the said organ is to be installed shall not be considered to be in proper condition for the installation of the organ to proceed until the organ area and the adjacent portions of the building are entirely free from dust and rubbish. It is further mutually agreed that the installation of the said organ shall not be started by the Builder until all workmen liable to create dust, rubbish, or disturbance, employed by others than the Builder, shall have departed from the building, and further, that if after the organ installation has been started by the organ installation technicians, such installation is delayed by interruption from other persons creating dust, rubbish, or disturbance, the losses to the Builder in time and expense caused by lack of proper conditions for the installation, tonal finishing and tuning of the organ to proceed, shall be paid by the Purchaser, additional to the purchase price of the said organ as herein stated.

7. In the event the delivery and installation of the said organ shall be delayed longer than six months after the above specified date for delivery and installation, due to Governmental action or regulations which affect, or shall affect, its manufacture, delivery or installation, and during the period of delay beyond the said specified date for delivery and installation the Builder's labor and/or material costs have so increased that the total cost to the Builder of the production and installation of said organ will exceed the above stipulated purchase price of the organ, the Builder may at its option request a revision of said stipulated purchase price by negotiation. Upon the making of such request by the Builder the parties hereto shall negotiate in good faith for a reasonable increase in said purchase price. In the event of failure to agree upon such increase, the Builder may, without penalty, cancel this Agreement by written notice to the Purchaser, and the Builder shall forthwith refund and return to the Purchaser any and all payments received by it from the Purchaser under the terms of this Agreement.

8. The Purchaser agrees to provide at its expense: proper space and a level floor therein for the said organ; a suitable room or enclosure for the organ blower; and the necessary airtight galvanized metal piping to convey the organ wind from the blower to the organ, constructed and installed in accordance with directions by the Builder. The Purchaser further agrees at its expense: to have the blower motor connected with the service wires; to provide the required switches; to provide the wiring from the organ current power unit to a designated point in the organ and console; to furnish and install all necessary conduits for organ cables and wires; to supply light, power, and heat or cooling (if cooling is available in the building) as needed during the period of the organ installation; and to give the Builder such undisturbed use of said building as is required to provide a proper condition of quiet for the tonal finishing and tuning of said organ 4 days prior to its completion. The Purchaser agrees to pay hoisting charges, if any. The Builder agrees to pay all freight and cartage on the organ and parts thereof.

9. The Purchaser agrees to assume all responsibility for the said organ and parts thereof, covering loss or damage, except such loss or damage as may directly result from acts of the Builder or its representatives engaged in the installation of the said organ, from the time the said organ or parts thereof have been delivered to the building where it is to be installed; and will, until the above-mentioned purchase price is fully satisfied, keep the said organ and parts thereof fully insured against loss or damage by fire, water, windstorm, and other risks covered in standard fire insurance policies embodying extended coverage endorsement, such insurance to protect both parties hereto as their interests may appear and be established.

10. It is agreed that the said organ is to be and remain personal property, and the title to and ownership thereof shall be and continue to remain in the Builder until such time as the purchase price heretofore stated and including any and all promissory notes given in respect thereto (together with all interest applicable thereon), have been paid in full. Upon such payment in full the said organ shall then become the property of the Purchaser. If the Purchaser shall fail to make payment for the said organ, as herein provided, or to pay any notes given when due, and such default in payment shall continue for ninety (90) days, the Builder upon written notice to the Purchaser may forthwith remove and take to itself said organ or portion thereof wheresoever the same may be, and sell the same at public or private sale, with or without notice. The proceeds of the sale shall be applied first to the payment of the expenses of removal and sale, and the net proceeds remaining shall be applied to the payment of the balance of the payments due hereunder. Any surplus shall be paid over to Purchaser and any deficiency shall be paid by Purchaser to Builder.

11. This Agreement shall be binding upon the Builder, after, but not before, acceptance by an executive officer of said Builder at Lawrence, Kansas, where the said organ is to be constructed in the Builder's plant.

12. This Agreement with the specifications attached hereto, constitutes the full and complete agreement between the parties hereto, there being no agreements or representations except as are contained herein, and no change or alteration will be binding upon the Builder unless the same be in writing and signed by an executive officer of the Builder.

13. IN WITNESS WHEREOF, the Purchaser has caused this Agreement to be executed on its behalf by its duly authorized officers the day and year first above written, and the Builder has caused this Agreement to be accepted and executed on its behalf by its duly authorized officers on the day and year hereinafter written.

FIRST PRESBYTERIAN CHURCH

Purchaser

By

Ray J. Thomas
Miller M. Loring

Builder's Sales Representative

Accepted at Lawrence, Kansas, _____, 19____.

THE REUTER ORGAN COMPANY

By

A. O. Sabol, Jr. Pres.

THE REUTER ORGAN COMPANY
LAWRENCE, KANSAS

MANUALS

Compass CC to C4, 61 Notes.

PEDAL

Compass CCC to G, 32 Notes.

ACTION

Reuter's Electro-Pneumatic Action Type.

PROPOSES A TWO MANUAL PIPE ORGAN

(REVISED DESIGN)

The intramaneal couplers are controlled by knobs placed with their respective stop groups, and the inter-manual and manual to pedal couplers are controlled by tilting tablets placed above the top manual.

CONSOLE

Detached.

FOR SPACE

Suitable, finished plywood enclosure to be provided by The Reuter Organ Company.

CASEWORK

Finished console case and such casework as may be required to conceal the mechanical portions of the exposed divisions. The wood portion of the existing organ case is to remain and.

FIRST PRESBYTERIAN CHURCH

PITTSBURG, KANSAS

The existing gold painted visible pipes are to be removed and in their place will be located the actual playing pipes of the Great Organ and certain of the Pedal stops, arranged in an artistic and pleasing visible display.

OCTOBER 25, 1967

GENERAL SPECIFICATIONS

MANUALS	Compass CC to C4, 61 Notes.
PEDAL	Compass CCC to G, 32 Notes.
ACTION	Reuter's Electro-Pneumatic Pitman Type.
REGISTRATION	Controlled by Draw Knobs. The intramanual couplers are controlled by knobs placed with their respective stop groups, and the inter-manual and manual to pedal couplers are controlled by tilting tablets placed above the top manual.
CONSOLE	Detached.
ORGAN SPACE	Suitable, finished plywood enclosure to be provided by The Reuter Organ Company.
CASEWORK	Finished console case and such casework as may be required to conceal the mechanical portions of the exposed divisions. The wood portion of the existing organ case is to remain and be reused.
EXPOSED PIPES	The existing gold painted visible pipes are to be removed and in their place will be located the actual playing pipes of the Great Organ and certain of the Pedal stops, arranged in an artistic and pleasing visible display.

* The Church's existing chimes and action are to be reused in the new organ. Should the action require renovation, such will be at extra cost.

GREAT ORGAN (Unenclosed and Exposed)

1.	8' Principal	61 pipes.
2.	8' Gedeckt	61 pipes.
3.	8' (Sw) Gemshorn	66 pipes.
4.	8' (Sw) Gemshorn Celeste	72 pipes.
5.	4' Octave	61 pipes.
6.	2' Fifteenth	61 pipes.
7.	II Mixture	122 pipes.
	* Chimes	

Couplers to Great:

Great to Great 16'

Great Unison Off

Great to Great 4'

Swell to Great 16'

Swell to Great 8'

Swell to Great 4'

- * The Church's existing chimes and action are to be reused in the new organ. Should the action require renovation, such will be at extra cost.

SWELL ORGAN

8.	8'	Rohrflöte	61 pipes.
9.	8'	Gemshorn	68 pipes.
10.	8'	Gemshorn Celeste (TC)	56 pipes.
11.	4'	Spillflöte	73 pipes.
12.	2 2/3'	Nasard	61 pipes.
13.	2'	Spillflöte	
14.	8'	Oboe	61 pipes.

22. 4' Tremolo

23. 16' Couplers to Swell: 56 pipes.

24. 8' Fagotto Swell to Swell 16'

25. 4' Fagotto Swell Unison Off

26. 4' Fagotto Swell to Swell 4'

27. 8' Fagotto Great to Pedal 8'

28. 4' Fagotto Great to Pedal 4'

29. 8' Fagotto Swell to Pedal 8'

30. 4' Fagotto Swell to Pedal 4'

PEDAL ORGAN COMBINATIONS

15. 16' Principal 56 pipes.
16. 16' Bourdon 44 pipes.
17. 16' Gemshorn 12 pipes.
18. 8' Octave
19. 8' Bourdon
20. 8' (Sw) Gemshorn
21. 4' Super Octave
22. 4' (Sw) Spillflöte
23. 16' Fagotto 56 pipes.
24. 8' Fagotto
25. 4' Fagotto

REVERSIBLES

Couplers to Pedal:

Great to Pedal 8', duplicated toe and thumb pistons.

Great to Pedal 8'

Swell to Pedal 8', duplicated toe and thumb pistons.

Great to Pedal 4'

PEDAL MOVEMENT Swell to Pedal 8'

Register Crescendo Pedal Swell to Pedal 4'

Swell Shutter Pedal.

ADJUSTABLE COMBINATIONS

Operated by Pistons under their respective Manuals.
Adjustable at Keyboard and visibly affecting stop controls.

Four, thumb pistons affecting Great stops and intramanual couplers.

Four, thumb pistons affecting Swell stops and intramanual couplers.

Four, toe pistons affecting Pedal stops only.

Four, thumb pistons affecting all stops and couplers, duplicated on toe pistons.

General Cancel, thumb piston.

COMBINATION COUPLERS

Pedal Combinations to Great Pistons, On and Off.

Pedal Combinations to Swell Pistons, On and Off.

REVERSIBLES

Great to Pedal 8', duplicated toe and thumb pistons.

Swell to Pedal 8', duplicated toe and thumb pistons.

PEDAL MOVEMENTS

Register Crescendo Pedal.

Swell Shutter Pedal.

ACCESSORIES

Register Crescendo Indicator Light.

Current Indicator Light.

Concave Radiating Pedal Keyboard, A.G.O. Model with light.

Organist's Bench.

Solid Music Rack with built-in Fluorescent Light.

Organ Blower and Motor of ample capacity.

Action Current Power Unit.

Blower reservoir.

Organ construction details (8/67-1.5M) part of contract.