

This Agreement, Made this 5th day of March 1963, by and between **M. P. Möller, Inc.,** a corporation, of Hagerstown, Maryland, hereinafter called the "Manufacturer" and **THE LAKEWOOD METHODIST CHURCH** hereinafter called the "Church" whose address is LAKEWOOD, COLORADO

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 Organ spaces now existant and supplied by purchaser to manufacturers requirements. (Enclosure for Positiv by Purchaser) ready for use on or before the 5th day of March 1964, 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 \$39,600.00 as follows:
First Payment: % or \$ \$4,000.00 on signing of this Agreement.

Second Payment: % or \$ \$10,000.00 when the organ ~~is ready~~ for assembly at the factory and the balance as follows: has been installed and the balance in 12 quarterly payments beginning 90 days after completion of said organ, secured by 6% notes then executed. Any prior payment acceptable.

5. To pay any and all federal, state, county 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 6 weeks previous to the above mentioned date of completion, and further agrees if the building is not ready for the installation within six months after the above mentioned date of completion, to a possible increase in price up to and including 5% of the above mentioned price. Any such increase, if applied, must be as a result of increases in cost and justified by the Manufacturer as the direct result of delay in installation.