

**This Agreement,** Made this 11 day of December 1956, by and between M. P. Möller, Inc., a corporation, of Hagerstown, Maryland, hereinafter called the "Manufacturer" and Salem Evangelical-United-Brethren Church hereinafter called the "Church" whose address is Blue Earth - Minn.

**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 .....  
..... as soon as possible .....  
ready for use on or before the ..... day of ..... 1956, 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 \$ 15,700 ..... as follows:  
First Payment: ..... 10 % or \$ 1570.- ..... on signing of this Agreement.

Second Payment: ..... 35 % or \$ 5495.- ..... when the organ is ready for assembly at the factory, and the balance as follows: of \$8625 upon completion .....

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 ..... 2 ..... 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:

*Salem - Evangelical - United - Brethren - Church.*  
Church

By *Board of Trustees* (SEAL)

by *H. J. Brown, Treas.* (SEAL)

by *E. R. Henke, Clk.* (SEAL)

by *Nathan Sydnor* (SEAL)  
*Thos. S. Mofline*  
*Nathan Sydnor*

MANUFACTURER'S SALES REPRESENTATIVE:

**HARRY O. IVERSON**  
2510 SO. THOMAS AVENUE  
MINNEAPOLIS 5, MINNESOTA

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

Accepted, Hagerstown, Maryland.

**M. P. MÖLLER, INC.**

12-18 1956 By *L. D. Daniels, Jr.*

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.

# EXEMPTION CERTIFICATE

(For use by a religious or nonprofit educational institution purchasing musical instruments subject to tax under section 3404(d) of the Internal Revenue Code for exclusively religious or educational purposes.)

..... *December 11* ..... 19 *56*  
Date

The undersigned purchaser hereby certifies that he is

..... *Pastor* ..... of ..... *Salem* .....  
(Title)

..... *Evangelical United Brethren Church;*  
(Religious or nonprofit educational institution) *Blue Earth, Minn*

that he is authorized to execute this certificate; and that the musical instruments specified in the accompanying order or on the reverse side hereof, are purchased by such institution for EXCLUSIVELY religious or educational purposes.

It is understood that this exemption certificate is for use only by a religious or nonprofit educational institution in the tax-free purchase of musical instruments for exclusively religious or educational purposes; and it is agreed that if the musical instruments purchased tax-free under this exemption certificate are used otherwise, such fact will be reported to the manufacturer from whom they were purchased tax-free.

The organization claiming this exemption (has) (has not) received a ruling from the Bureau of Internal Revenue holding it to be an exempt religious or nonprofit educational institution under section 101(6) of

the Internal Revenue Code. The date of such ruling is .....  
and such ruling has not been withdrawn or revoked.

(Signature) ..... *J. M. Schendel* .....  
(Title)

The fraudulent use of this certificate for the purpose of securing exemption from the payment or adjustment of taxes will subject the guilty party to a fine of not more than \$10,000 or imprisonment for not more than 5 years or both.