# CONTRACT

1 Articles of Agreement made this 12th day of April 192 9,
by and between the SKINNER ORGAN COMPANY, INC., of BOSTON, MASSACHUSETTS
hereinafter called the Builder and (Park) Congregational Church
Grand Rapids, Michigan
hereinafter called the Purchaser.
2 For, and in Consideration of the sum of Thirty-two thousand five hundr
eighty-nine and 00/100 (\$32,589.00)
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 most thorough and artistic manner, and install it
in Hirst (Park) Congregational Church, Grand Rapids, Michigan
complete in every detail and fully warranted, estimated on or about
November 1, 1929
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 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 his workmen during the installation. The Purchaser further agrees to assume all risk of damage to the organ by fire, lightning, water or tornado 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

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 their 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, 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 and dust 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 such noise as to interfere with tuning, the losses in time and expense caused by the lack of proper and reasonable 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, posts, etc., and shall hold the Builder harmless from 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 there-
for the sum of Thirty-two thousand, five hundred eighty-nine 00/100
as follows:— ten 10% When the contract is signed, twenty-five (25%) per cent. of the total contract price amounting
to Three thousand two hundred fifty-eight and 90/100 182288.90)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
Eight thousand one hundred forty-seven 25/100 (\$8147.25) Dollars
Upon the delivery at the above named building of the principal portion of said organ, twenty 40 % per cent. of the total contract price amounting to Thirteen thousand thirty-
five and 60/100 (\$13,035.60) Dollars

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

- 10 Final payment is immediately due upon use of the organ in service or in other public manner.
- 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 upon such payment said organ shall become the property of the Purchaser.
- 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.

Du	nder, amess the same se mans is	
15	In witness whereof, the parties hereto	have hereunto set their hands and seals this
	12th day of April	1929 .
		SKINNER ORGAN COMPANY, INC.
	Witness Rulety and in	By Sm & genet
	0	Vice President.
	Witness	FIRST CONGREGATIONAL CHURCH
	Witness	A A Purchaser
		By was a first of

# SKINNER ORGAN COMPANY, INC.

ORGAN ARCHITECTS AND BUILDERS FOR CHURCHES, AUDITORIUMS, THEATRES AND RESIDENCES

Boston, Mass., April 12, 1929

### SPECIFICATION OF AN ORGAN PREPARED FOR

# First (PARK) CONGREGATIONAL CHURCH Grand Rapids, Mich.

GREAT ORGAN	PIPES
150 16' Bourdon (Pedal Extension	
350 8' First Diapason 42 -	2 / 61
350 8' Second Diapason 44	61
350 8' Flute Harmonique (Cavail	10 - coll ) New type 61 # 2 4td. 13 as
2 to 4' Octave 554-1	61
2 JT 4' Flute To harrie	61
3/c Grave Mixture (11 Rks.)	12 = = = 1 15 15 = # 40122
500 (8' Tuba ) Enclosed wy .  500 (8' French Horn ) box com	61
Joy ( 8' French Horn ) box Con	61
SWELL ORGAN	
350 8' Geigen 1344 4	spotted 73
370 8' Rohrflöte	73
3/T 8' Salicional 64	73
3000 8' Voix Celeste 64	73
350 8' Flauto Dolce	73
Ato as me and a none	61
2/0 4' Octave Geigen 58	a spotted 1
250 4' Flute Triangulaire Co	73
600 Mixture (V Rks.) C-	
750 16' Waldhorn lug	73
410 8' Trumpet	73
310 4' Clarion and	73
450 8' Corno d' Amore dun	73
4508' Corno d' Amore dun	73
8000 Tremolo	

OHOTE OPCAN	PIPES
VIIVER DITORE	The second second
600 16' Contra Gamba # 50	73
310 8' Cello	73
372 8' Concert Flate Orchestral (word Commis)	73
350 8' Dulciana 56	73
252 8' Unda Maris 56	61
256 4. Flute O amur	73
210 4' Duloins # 68	73
2 JL 181 Nozard Rolling Hente type	61
450 8' Corno di Bassetto	73
600 8' Harp )	
4' Celesta ) 61 bars	
Tremolo	
ECHO ANTIPHONAL (4th manual)	
300 (8' Diapason 43-4	73
372 (8' Chimney Flute Com	73
3/2 (8' Gamba # 60	73
600 (8' Vox Angelica (11 Rks.) ( Two Echo tulcets)	134 (Our Jan 9 U. # 8/20/19)
250 14' Octave 756 41	73
250 (4' Flate # 2 Commune	73
450 8' Trumpet ( floring Thoula)	73
450 8' Vox Humana lul cal	73
500 Chimes - 25 Green.	
Tremolo	
PEDAL ORGAN - Augmented	
9,50 16' Diapason 12" × 14" bearded	32 Pipes
450 16' Boardon New graduating ("	32 "
/FU 16' Waldhorn (Swell)	32 Notes
0 150 16' Contra Gamba (Choir)	32 "
8730	

	PEDAL ORGAN - Augments (Con'td)	PIPES
200	8' Octave (Com Dufosis)	12
	8' Gedeckt ( Bourdan)	12
100	4' Flute	12
750	16' Trombone \ 8' metal	32
200	8' Tromba } 10" win 4	12
100	4' Clarion	12
	Chimes	
VI	ANTIPHONAL-PEDAL	70
750	16' Contre Basse	32
450	16' Boudeon # 2	32
200	8' Octave	12
240	8' Gedeckt	12
3150	COUPLERS	
	Swell to Great Swell to Choir Swell to Choir Echo intiphonal """	3150 8750 8600 20500 1000 ym 1000 gone 24000 24000 848000
	Great to Pedal ) Choir to Pedal ) Echo Antiphonal to Pedal ) Swell to Pedal 4'	

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

GREAT - 1,2,3,4,5,6 SWELL - 1,2,3,4,5,6,7,8 (Duplexed by toe pistons) CHOIR - 1,2,3,4,5,6 ECHO ANTIPHONAL - 1,2,3,4,5,6 PEDAL - 1,2,3,4,5,6, GENERAL - 1,2,3,4

#### MECHANICALS

Swell Expression
Choir Expression
Echo Antiphonal Expression
Crescendo Pedal
Great to Pedal Reversible
Sforzando
General Cancel
Adjuster

32 Cal 18 Stop

## 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.

Action to be electro pneumatic.

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.

All basses of the larger winded stops on separate chests.

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 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 which may be necessary; 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.

No organ case or front display pipe work is included.

Date: 4 3/29 In reference to Contract No. 784 with FIRST CONGREGATIONAL CHURCH, GRAND RAPIDS, MICH. to which this sheet must be attached, please answer the following questions so that our records may be clear. 1. Are we committed to any commission to anybody on this contract? No If so, to whom, how much and when payable? 2. Are we committed to any free organ recital? 3. Is there any unsettled question regarding front pipes or grille work? Are we to submit designs or estimates for either? Mo 4. Is the organ to be installed in a new building, the completion of which is doubtful? W 5. Are the organ chambers in condition to be measured by our Engineer? hat quite 6. Are there any engineering matters which require immediate attention? Not unmediately 7. Is there an old organ to be disposed of? He Does it belong to us or is the church to remove it before we start installation? belong to Church 8. Give approximate dimensions of auditorium including inside height of roof. Leals 700 9. Will organ be in chamber or chambers? Hes If so, has latter good openings? Hes 10. Is there any resonance or echo? Slight If so, how many seconds? /2 see 11. Have walls or roof been treated with acoustical material? w Please note any further information which we should have that is not embodied in the contract. Changes pending which will improve the schedule.

Contract Questionnaire