

CONTRACT

*Mass Exemption
E 042149 322*

Articles of Agreement made this 8TH day of FEBRUARY, 1966,
by and between the AEOLIAN-SKINNER ORGAN COMPANY, INC., of BOSTON,
MASSACHUSETTS, (hereinafter called "the Builder"), and CONGREGATION BETH EL
SPRINGFIELD, MASSACHUSETTS
(hereinafter called "the Purchaser").

1. For, and in Consideration of the sum of NINE HUNDRED FIFTY (\$950.00)
DOLLARS

*billed 9/21/66
asked for money
empty tank*

to be paid by the Purchaser to the Builder, the said Builder agrees to prepare engineering drawings and plans appropriate to indicate to the Purchaser the basic organ layout, functional pipe display (if any), and organ space preparation work to be accomplished by the Purchaser. These drawings are to be prepared in accordance with the organ specifications hereto attached, and by this reference made a part hereof. The Builder shall also provide such engineering services and perform such preliminary work as may be necessary in connection with the preparation of such drawings and plans. The drawings and plans shall be prepared by the Builder in its customary form and manner and shall be completed and a copy thereof delivered to the Purchaser ~~or before~~ as soon as possible after receiving architectural drawings.

2. Within thirty days after delivery of the copy of said drawings and plans by the Builder to the Purchaser, the Purchaser may, by written notice delivered to the Builder, request changes in or alterations of the same, and in that event the Builder and the Purchaser shall forthwith consult with respect to such changes. The Purchaser shall notify the Builder within fifteen days after such consultation of his decision with respect to such changes which shall be final and binding, provided the Builder determines that such changes have not increased the estimated cost of manufacture and installation of the organ. The Builder shall, within a reasonable time and without additional cost to the Purchaser, deliver to the Purchaser a set of engineering drawings and plans altered in accordance with the said decision, and the drawings and plans as so altered shall thereupon become final. If within said fifteen days no such request is made by the Purchaser, or if after such request and consultation no alteration in the original engineering drawings and plans is to be made, the said drawings and plans shall become final.

3. The sum to be paid for the said engineering drawings and plans referred to in paragraph 1 hereof shall be paid by the Purchaser within fifteen days after the final drawings and plans have been delivered to the Purchaser. Such payment shall be final and independent of any of the provisions hereinafter contained in this contract.

4. For, and in Consideration of the sum of THIRTY-SEVEN THOUSAND FOUR HUNDRED TWENTY-FIVE (\$37,425.00) Dollars,
Tenure 7/16/67 #44533 - 37,870⁸³ + 338⁸³ storage

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 TEMPLE BETH EL, SPRINGFIELD, MASSACHUSETTS
with delivery of parts
~~complete in every detail~~, estimated on or about sixteen months after signing of contract.

(July 1967)

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 in the absence of delays from fires, strikes, freight embargoes or causes beyond the control of the Builder.

5. 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.

6. 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 MASSACHUSETTS where it is to be installed by the Builder as hereinabove set forth.

7. 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

SPRINGFIELD, MASSACHUSETTS

(hereinafter called "the Purchaser").

1. For, and in Consideration of the sum of NINE HUNDRED FIFTY (\$950.00)

*billed 6/21/66
as let for man
Essex Court*

DOLLARS

to be paid by the Purchaser to the Builder, the said Builder agrees to prepare engineering drawings and plans appropriate to indicate to the Purchaser the basic organ layout, functional pipe display (if any), and organ space preparation work to be accomplished by the Purchaser. These drawings are to be prepared in accordance with the organ specifications hereto attached, and by this reference made a part hereof. The Builder shall also provide such engineering services and perform such preliminary work as may be necessary in connection with the preparation of such drawings and plans. The drawings and plans shall be prepared by the Builder in its customary form and manner and shall be completed and a copy thereof delivered to the Purchaser ~~on or before~~ **as soon as possible after receiving architectural drawings.**

2. Within thirty days after delivery of the copy of said drawings and plans by the Builder to the Purchaser, the Purchaser may, by written notice delivered to the Builder, request changes in or alterations of the same, and in that event the Builder and the Purchaser shall forthwith consult with respect to such changes. The Purchaser shall notify the Builder within fifteen days after such consultation of his decision with respect to such changes which shall be final and binding, provided the Builder determines that such changes have not increased the estimated cost of manufacture and installation of the organ. The Builder shall, within a reasonable time and without additional cost to the Purchaser, deliver to the Purchaser a set of engineering drawings and plans altered in accordance with the said decision, and the drawings and plans as so altered shall thereupon become final. If within said fifteen days no such request is made by the Purchaser, or if after such request and consultation no alteration in the original engineering drawings and plans is to be made, the said drawings and plans shall become final.

3. The sum to be paid for the said engineering drawings and plans referred to in paragraph 1 hereof shall be paid by the Purchaser within fifteen days after the final drawings and plans have been delivered to the Purchaser. Such payment shall be final and independent of any of the provisions hereinafter contained in this contract.

4. For, and in Consideration of the sum of THIRTY-SEVEN THOUSAND FOUR HUNDRED TWENTY-FIVE (\$37,425.00)

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

TEMPLE BETH EL, SPRINGFIELD, MASSACHUSETTS

with delivery of parts

~~complete in every detail~~, estimated on or about **sixteen months after signing of contract.**

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 in the absence of delays from fires, strikes, freight embargoes or causes beyond the control of the Builder.

5. 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.

6. 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 MASSACHUSETTS where it is to be installed by the Builder as hereinabove set forth.

7. 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, ...

8. The Purchaser will not be subject to storage or handling charges on a fabricated but un-installed organ provided that the Purchaser review the progress of building the Temple in February of 1967 and notify the Builder whether or not construction of the Temple is proceeding according to schedule. In the event that a delay in the completion of the Temple as compared to the estimate given in February 1966 is indicated, the Purchaser will notify the Builder to that effect and the Builder will postpone complete fabrication of the organ until such time as it will be possible to finish fabrication and install the organ according to a schedule based on the revised expected completion date of the Temple, during a period of time mutually satisfactory to the Purchaser and Builder.

furthermore, if after the organ installation men once start their work, they are interrupted by other persons creating rubbish or dust, or making any noise or 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 amounts otherwise payable hereunder.

10. 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. Provided, however, in the case of new construction, overall dimensions on architectural drawings shall be guaranteed by the Purchaser to within 4 inches, and any projections, posts, breaks in wall lines, etc., 2 inches. Further, dimensions given by the Builder on engineering drawings for the purpose of supporting and/or housing display pipework (if any) shall be adhered to and guaranteed without variation by the Purchaser. Should it be impossible to give such guarantee, layout and construction of the organ will be subject to delay until such guarantee is given by the Purchaser. The Purchaser agrees that no change will be made in the structure (shapes, dimensions, seating, etc.) or fabric (carpets, draperies, cushions, "acoustic" tiles, plasters, panels, boards, etc.) of the building which might affect acoustical properties without prior notification and approval of the Builder.

11. 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 12 below, to pay therefor the sum of THIRTY-SEVEN THOUSAND FOUR HUNDRED

TWENTY-FIVE (\$37,425.00) DOLLARS + 445⁵⁸ = 37,870⁸³

as follows:

When the contract is signed, fifteen (15%) per cent amounting to Five Thousand Six Hundred Thirteen Dollars and Seventy-five Cents (\$5,613.75)

When the actual building of the organ by the Builder is commenced, twenty-five (25%) per cent amounting to Nine Thousand Three Hundred Fifty-six Dollars and Twenty-five Cents (\$9,356.25) + 178³² = 9,534⁵⁸ billed 3/16/67

When the principal portion of said organ (i. e., wind chests, structure, and reservoirs) is manufactured ready to assemble in the factory of the Builder, twenty-five (25%) per cent amounting to Nine Thousand Three Hundred Fifty-six Dollars and Twenty-five Cents (\$9,356.25)

Upon delivery at the above named building of said principal portion of said organ, twenty-five (25%) per cent amounting to Nine Thousand Three Hundred Fifty-six Dollars and Twenty-five Cents (\$9,356.25) + 111⁴⁶ = 9,467²⁴ billed 1/13/67

Upon the installation of said organ complete, in accordance herewith, the balance, to wit, the sum of Three Thousand Seven Hundred and Forty-two Dollars and Fifty Cents (\$3,742.50) + 44⁵⁸ = 3,787⁰⁸ billed 1/13/67 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 set forth in paragraph 4. 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.

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 keep the same fully insured in good reliable companies for the benefit of the parties hereto as their interests may appear.

8. ~~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 and handling, or to arrange for the same in a proper place at his own expense, and further to pay any additional costs of installation and other expenses caused by such delay, provided that these obligations shall not apply to a period prior to the estimated date of completion.~~

9. 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 however and by whomsoever caused, when an organ is being installed may cause 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 such rubbish, dust, noise and disturbance. It is understood that the organ installation shall not be started until any workmen apt to create rubbish, dust, noise 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 or dust, or making any noise or 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 amounts otherwise payable hereunder.

10. 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. Provided, however, in the case of new construction, overall dimensions on architectural drawings shall be guaranteed by the Purchaser to within 4 inches, and any projections, posts, breaks in wall lines, etc., 2 inches. Further, dimensions given by the Builder on engineering drawings for the purpose of supporting and/or housing display pipework (if any) shall be adhered to and guaranteed without variation by the Purchaser. Should it be impossible to give such guarantee, layout and construction of the organ will be subject to delay until such guarantee is given by the Purchaser. The Purchaser agrees that no change will be made in the structure (shapes, dimensions, seating, etc.) or fabric (carpets, draperies, cushions, "acoustic" tiles, plasters, panels, boards, etc.) of the building which might affect acoustical properties without prior notification and approval of the Builder.

11. 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 12 below, to pay therefor the sum of..... THIRTY-SEVEN THOUSAND FOUR HUNDRED
TWENTY-FIVE..... (\$37,425.00) DOLLARS + 445³⁹ = 37,870⁸³
as follows:

When the contract is signed, fifteen (15%) per cent amounting to Five Thousand Six Hundred
Thirteen Dollars and Seventy-five Cents (\$5,613.75) ✓ -

When the actual building of the organ by the Builder is commenced, twenty-five (25%) per cent amounting to Nine Thousand Three Hundred Fifty-six Dollars and Twenty-five Cents
(\$9,356.25) + 178³² - 9534⁵⁸ billed 3/16/67 ✓ -

When the principal portion of said organ (i. e., wind chests, structure, and reservoirs) is manufactured ready to assemble in the factory of the Builder, twenty-five (25%) per cent amounting to..... -
Nine Thousand Three Hundred Fifty-six Dollars and Twenty-five Cents (\$9,356.25) ✓ 111⁴⁶

Upon delivery at the above named building of said principal portion of said organ, twenty-five (25%)
per cent amounting to Nine Thousand Three Hundred Fifty-six Dollars and Twenty-five Cents
(\$9,356.25) + 111⁴⁶ = 9467²¹ billed 1/13/67 ✓

Upon the installation of said organ complete, in accordance herewith, the balance, to wit, the sum of
Three Thousand Seven Hundred and Forty-two Dollars and Fifty Cents (\$3,742.50) + 44⁵⁸
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 set forth in paragraph 4. 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 over the expiration of ten (10) days from that date.

46
111
9467²¹
billed 1/13/67 ✓
3787⁰⁸
billed
1/21/67 ✓

organ until the organ chambers and the adjacent parts of the building are entirely free from such rubbish, dust, noise and disturbance. It is understood that the organ installation shall not be started until any workmen apt to create rubbish, dust, noise 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 or dust, or making any noise or 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 amounts otherwise payable hereunder.

10. 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. Provided, however, in the case of new construction, overall dimensions on architectural drawings shall be guaranteed by the Purchaser to within 4 inches, and any projections, posts, breaks in wall lines, etc., 2 inches. Further, dimensions given by the Builder on engineering drawings for the purpose of supporting and/or housing display pipework (if any) shall be adhered to and guaranteed without variation by the Purchaser. Should it be impossible to give such guarantee, layout and construction of the organ will be subject to delay until such guarantee is given by the Purchaser. The Purchaser agrees that no change will be made in the structure (shapes, dimensions, seating, etc.) or fabric (carpets, draperies, cushions, "acoustic" tiles, plasters, panels, boards, etc.) of the building which might affect acoustical properties without prior notification and approval of the Builder.

11. 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 12 below, to pay therefor the sum of..... THIRTY-SEVEN THOUSAND FOUR HUNDRED.....

..... TWENTY-FIVE..... (\$37,425.00) DOLLARS + 445⁸³ = 37870⁸³
as follows:

When the contract is signed, fifteen (15%) per cent amounting to Five Thousand Six Hundred
..... Thirteen Dollars and Seventy-five Cents (\$5,613.75) -

When the actual building of the organ by the Builder is commenced, twenty-five (25%) per cent amounting to Nine Thousand Three Hundred Fifty-six Dollars and Twenty-five Cents
..... (\$9,356.25) + 178⁸² - 9534⁵⁸ billed 3/16/67 -

When the principal portion of said organ (i. e., wind chests, structure, and reservoirs) is manufactured ready to assemble in the factory of the Builder, twenty-five (25%) per cent amounting to..... -

Nine Thousand Three Hundred Fifty-six Dollars and Twenty-five Cents (\$9,356.25) + 111⁴⁶ = 9467⁷¹

Upon delivery at the above named building of said principal portion of said organ, twenty-five (25%)
per cent amounting to Nine Thousand Three Hundred Fifty-six Dollars and Twenty-five Cents
..... (\$9,356.25) + 111⁴⁶ = 9467⁷¹ billed 1/13/67

Upon the installation of said organ complete, in accordance herewith, the balance, to wit, the sum of
..... Three Thousand Seven Hundred and Forty-two Dollars and Fifty Cents (\$3,742.50) + 44⁵⁸ = 3787⁰⁸

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 set forth in paragraph 4. 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.

12. 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 11 (exclusive of any amounts already paid) shall be adjusted as follows:

Handwritten notes and calculations on the right side of the page, including:
46
111
9467⁷¹
11146 = 9467⁷¹ billed 1/13/67
3787⁰⁸
billed 1/13/67
338⁰⁸
charges
billed 12/24/68

- a. For each full one (1%) per cent increase in the Builder's cost of wages over such cost existing at the date of this contract first set forth on page one, each of the amounts to be paid under paragraph 11 shall be increased seven-tenths of one per cent (.7%).
- b. For each full one (1%) per cent increase in the Builder's cost of principal materials (i.e., tin, lead, zinc and lumber), each of the amounts to be paid under paragraph 11 shall be increased three-tenths of one per cent (.3%).
- c. For each full one (1%) per cent decrease in the Builder's cost of wages under such cost existing at the date of this contract, first set forth on page one, each of the amounts to be paid under paragraph 11 shall be decreased seven-tenths of one per cent (.7%).
- d. For each full (1%) per cent decrease in the Builder's cost of said materials, each of the amounts to be paid under paragraph 11 shall be decreased three-tenths of one per cent (.3%).
- e. In all the cases set forth in the prior sub-paragraphs where there is a fraction of one (1%) per cent increase or decrease in cost, each of the amounts to be paid under paragraph 11 shall be increased or decreased in the same proportion as provided with respect to each full one (1%) per cent in said

See letter 11/4/66 in file re construction of temple

8 In no event shall the escalation figured under the provisions of this paragraph 12 exceed 5% (five per cent), provided, however, that there is no change of schedule resulting in a postponement of the expected completion date for the Temple, i.e. September, 1967. Should it be apparent in February of 1967 that there will be a significant delay in completing the Temple by September, 1967, the Purchaser, shall, in the same manner as described in paragraph 8, notify the Builder of such a change in schedule, and the 5% (five per cent) limit of escalation will be subject to renegotiation.

15. The Builder warrants the action and construction in every particular and agrees to make good any defects in materials and workmanship furnished by the Builder which may appear within five years from date of completion of installation.

meet any legitimate demand which may be made thereon by the instrument, according to the specifications attached hereto.

18. 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; connect rectifier to high and low voltages; connect signal lights or other accessories of similar nature; do all cutting of floors, partitions, 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 spaces and furnish and install electrical fixtures in accordance with plans which shall be furnished by the Builder.

19. Freight and cartage are to be paid by the ~~Purchaser~~ **Builder**.

20. No organ case or front display pipe work, or functional display pipe work is to be included where specifically designated.

22. All verbal agreements and understandings are merged in this contract and the specifications which comprise the entire contract, and no change, alteration or modification made verbally or in any other way, will be binding upon the Builder or Purchaser unless the same be made in writing signed by an executive officer of the Builder or Purchaser.

.....day of January 1966.....

Witness
 By J. J. J. [Signature] President
Mary G. W. Sullivan Treasurer
 CONGREGATION BETH EL SPRINGFIELD MASSACHUSETTS

a. For each full one (1%) per cent increase in the Builder's cost of wages over such cost existing at the date of this contract first set forth on page one, each of the amounts to be paid under paragraph 11 shall be increased seven-tenths of one per cent (.7%).

b. For each full one (1%) per cent increase in the Builder's cost of principal materials (i.e., tin, lead, zinc and lumber), each of the amounts to be paid under paragraph 11 shall be increased three-tenths of one per cent (.3%).

c. For each full one (1%) per cent decrease in the Builder's cost of wages under such cost existing at the date of this contract, first set forth on page one, each of the amounts to be paid under paragraph 11 shall be decreased seven-tenths of one per cent (.7%).

d. For each full (1%) per cent decrease in the Builder's cost of said materials, each of the amounts to be paid under paragraph 11 shall be decreased three-tenths of one per cent (.3%).

e. In all the cases set forth in the prior sub-paragraphs where there is a fraction of one (1%) per cent increase or decrease in cost, each of the amounts to be paid under paragraph 11 shall be increased or decreased in the same proportion as provided with respect to each full one (1%) per cent in said sub-paragraphs.

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

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

14. It is mutually agreed that the title to and ownership of said organ shall be and remain in the Builder until the contract price set forth in paragraph 4 and all promissory notes or other evidences of indebtedness and renewals thereof have been fully paid with interest 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.

15. ~~The Builder warrants the action and construction in every particular and agrees to make good any defects in materials and workmanship furnished by the Builder which may appear within five years.~~

16. The casing of the console and the bench shall 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. Special ornamentation, such as carving, Gothic tracery, etc., is not included.

17. The 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 attached hereto.

18. 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; connect rectifier to high and low voltages; connect signal lights or other accessories of similar nature; do all cutting of floors, partitions, 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 spaces and furnish and install electrical fixtures in accordance with plans which shall be furnished by the Builder.

19. Freight and cartage are to be paid by the ~~Purchaser~~ **Builder.**

20. No organ case or front display pipe work, or functional display pipe work is to be included, except where specifically designated on the specification.

21. Removal of an existing organ shall be the responsibility of the Purchaser.

22. ~~All verbal agreements and understandings are merged in this contract and the specifications 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.~~

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

In witness whereof, the parties hereto have hereunto set their hands and seals this.....
.....day of.....*February*.....1966.....

AEOLIAN-SKINNER ORGAN COMPANY, INC.

Witness

By *J. S. Dwyer*.....President

Mary G. W. Saffigan.....Treasurer

CONGREGATION BETH EL SPRINGFIELD MASSACHUSETTS

at the date of this contract, first set forth on page one, each of the amounts to be paid under paragraph 11 shall be decreased seven-tenths of one per cent (.7%).

d. For each full (1%) per cent decrease in the Builder's cost of said materials, each of the amounts to be paid under paragraph 11 shall be decreased three-tenths of one per cent (.3%).

e. In all the cases set forth in the prior sub-paragraphs where there is a fraction of one (1%) per cent increase or decrease in cost, each of the amounts to be paid under paragraph 11 shall be increased or decreased in the same proportion as provided with respect to each full one (1%) per cent in said sub-paragraphs.

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

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

14. It is mutually agreed that the title to and ownership of said organ shall be and remain in the Builder until the contract price set forth in paragraph 4 and all promissory notes or other evidences of indebtedness and renewals thereof have been fully paid with interest 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.

15. ~~The Builder warrants the action and construction in every particular and agrees to make good any defects in materials and workmanship furnished by the Builder which may appear within five years.~~

16. The casing of the console and the bench shall 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. Special ornamentation, such as carving, Gothic tracery, etc., is not included.

17. The 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 attached hereto.

18. 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; connect rectifier to high and low voltages; connect signal lights or other accessories of similar nature; do all cutting of floors, partitions, 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 spaces and furnish and install electrical fixtures in accordance with plans which shall be furnished by the Builder.

19. Freight and cartage are to be paid by the ~~Purchaser~~ **Builder.**

20. No organ case or front display pipe work, or functional display pipe work is to be included, except where specifically designated on the specification.

21. Removal of an existing organ shall be the responsibility of the Purchaser.

22. ~~All verbal agreements and understandings are merged in this contract and the specifications 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.~~

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

In witness whereof, the parties hereto have hereunto set their hands and seals this..... *26*.....

..... day of *February*..... 19 **66**.....

AEOLIAN-SKINNER ORGAN COMPANY, INC.

Witness

By *J. S. [Signature]*..... **President**

Mary G. W. Gaffigan..... **Treasurer**

CONGREGATION BETH EL, SPRINGFIELD, MASSACHUSETTS

Witness

By *[Signature]*..... (Purchaser)

Afolian-Skinner Organ Company

Boston, Massachusetts

February 8, 1966

SPECIFICATION OF AN ORGAN PREPARED FOR

TEMPLE BETH EL
Springfield, Massachusetts

GREAT ORGAN = 61 Pipes per Rank

(Unenclosed Portion)

- 8^o Bourdon #9 5' 1/2" DIA. MAP. #1 W/D BASE
- 4^o Octave #55
- 2^o Blockflöte #65

Furniture (IV Rks.) = 244 Pipes - Composition to be subject to subsequent discussions.

(Enclosed Portion)

- 8^o Kleiner Erzähler Bass to be voiced to blend with Pedal Extension *2-79 S.M. 1-20*
- 8^o Kleiner Erzähler Celeste *2-59*
- 4^o Harmonic Flute voiced mild #61 (2 LARGER - GET TYPE)
- 8^o Clarinet *COM. UNIT C.M. 1-61*

Tremulant

- Enclosed Great 16^o
- Enclosed Great Unison Off
- Enclosed Great 4^o

- Swell to Great 16^o
- Swell to Great 8^o
- Swell to Great 4^o

SWELL ORGAN = 61 Pipes per Rank (Enclosed)

- 8^o Viola Pomposa) #50
-) Broad and Warm
- 8^o Viole Celeste) #60
- 8^o Rohrflöte #4 *98, 99, 50, 51, 52, 53, 53, 54, 59, 55, 55, 56*
- 4' C = #57.*
- 4^o Nachthorn #56 (slow)
- 2 2/3^o Quinte #66
- 2^o Principal #68
- 16^o Contre Trompette - Fiery, French *5" DIA. UNIT S.M. 1-73*

*#48 SWELL
12 UNISON 14H700
15-19-22-26-18
12-15-19-22-24
8-12-15-19-22
1-5-12-15-18
Unit: Engl 11-20
Ped 13-32*

*Engl Subs 1-61
Swell Subs 1-61*

Reiny 1-61

*54
11 73*

February 8, 1966

SPECIFICATION OF AN ORGAN PREPARED FOR

TEMPLE BETH EL
Springfield, Massachusetts

GREAT ORGAN = 61 Pipes per Rank

(Unenclosed Portion)

- 8° Bourdon #9 ST'PD MAP. #1 W'D BASS
- 4° Octave #55
- 2° Blockflöte #65

Furniture (IV Rks.) = 244 Pipes - Composition to be subject to subsequent discussions.

(Enclosed Portion)

- 8° Kleiner Erzähler Bass to be voiced to blend with Pedal Extension *2-29 S.M. 1-20 Unit*
- 8° Kleiner Erzähler Celeste *2-29*
- 4° Harmonic Flute voiced mild #61 (2 LARGER - GET IT YPO)
- 8° Clarinet COM. UNIT C.M. 1-61 *Unit*

Tremulant

- Enclosed Great 16°
- Enclosed Great Unison Off
- Enclosed Great 4°
- Swell to Great 16°
- Swell to Great 8°
- Swell to Great 4°

SWELL ORGAN = 61 Pipes per Rank (Enclosed)

- 8° Viola Pomposa) #50 *Relay 1-61*
- 8° Viole Celeste) Broad and Warm
- 8° Rohrflöte #4 *98, 99, 50, 51, 52, 53, 53, 54, 54, 55, 55, 56*
- 4° Nachthorn #56 (SLOW) *4' C = #57.*
- 2 2/3° Quinte #66
- 2° Principal #68
- 16° Contre Trompette - Fiery, French *5" DIA. UNIT S.M. 1-73*

3/4 LENGTH

#48 SWELL
12 IN 15TH 1410000
15-19-22-26-28
12-15-19-22-24
8-12-15-19-22
1-3-7-11-15-18
Unit Encl 11-20
Ped 13-32

Encl Swells 1-61
Swell Swells 1-61

S.M. 1-73

SWELL ORGAN (Cont.)

- 8' Trompette = 12 Pipes Fiery, French #2 #10-72
- 8' Clarinet (Great)
- Tremulant
- Swell 16'
- Swell Unison Off
- Swell 4'
- Enclosed Great to Swell 8'

PEDAL ORGAN = 32 Pipes per Rank

- 16' Major Bass *Big scale Bourdon 1-B*
- 16' Erzähler (Great Ext.) = 12 Pipes Voiced mild *42 scl.*
- 8' Bourdon = 12 Pipes
- 8' Spitzprinzipal *44 scl.*
- 4' Spitzprincipal = 12 Pipes
- 16' Contre Trompette (Swell)
- Great to Pedal 8'
- Enclosed Great to Pedal 8'*
- Swell to Pedal 8'
- Swell to Pedal 4'

COMBINATIONS - Adjustable at the console by recorder board, visibly moving the tilting tablets.

- GREAT - 1,2,3,4,5,6
- SWELL - 1,2,3,4,5,6
- PEDAL - 1,2,3,4,5,6 Toe Studs
- GENERAL - 1,2,3,4,5,6,7,8 Pistons duplicated by Toe Studs

General Cancel

MECHANICALS

- Enclosed Great Expression
- Swell Expression
- Crescendo with Light Indicator
- Full Organ Reversible Piston, Pedal and Light
- Great to Pedal Reversible Toe Pedal
- Ivory Keys fitted with Tracker Touch

Signal button
Signal light

No. 1480

Agreement between

AEOLIAN-SKINNER ORGAN COMPANY, INC.

and

Congregation Beth-El

Springfield

Mass.

Date of Contract Feb. 8, 1966

used parts
Date of Completion 16 mos. after signing

\$40,000-