CONTRACT

Artirles of Agreement made this	H day of FEBRUARY , 1964. ER ORGAN COMPANY, INC., of BOSTON,
MASSACHUSETTS (hereinafter called "the	Builder"), and
TRINITY CHURCH ENGLISH EVANGELICAL	LUTHERAN, FORT WAYNE, INDIANA
1 1 (() D12)	
1. For, and in Consideration of the sum	of ONE THOUSAND (\$1,000,00) -
to be paid by the Purchaser to the Builder, the and plans appropriate to indicate to the Purchiser (if any), and organ space preparation work to to be prepared in accordance with the organ spepart hereof. The Builder shall also provide such as may be necessary in connection with the preplans shall be prepared by the Builder in its cucny thereof delivered to the Purchaser on or be	ne said Builder agrees to prepare engineering drawings chaser the basic organ layout, functional pipe display be accomplished by the Purchaser. These drawings are infications hereto attached, and by this reference made a engineering services and perform such preliminary work eparation of such drawings and plans. The drawings and stomary form and manner and shall be completed and a fore. JULY 1, 1964.
Purchaser, the Purchaser may, by written nota- tions of the same, and in that event the Builder- such changes. The Purchaser shall notify the F decision with respect to such changes which shi that such changes have not increased the estin The Builder shall, within a reasonable time and Purchaser a set of engineering drawings and pl drawings and plans as so altered shall thereupon is made by the Purchaser, or if after such reque ing drawings and plans is to be made, the sa	copy of said drawings and plans by the Builder to the ce delivered to the Builder, request changes in or alterand the Purchaser shall forthwith consult with respect to Builder within fifteen days after such consultation of his all be final and binding, provided the Builder determines nated cost of manufacture and installation of the organ. I without additional cost to the Purchaser, deliver to the ans altered in accordance with the said decision, and the n tecome final. If within said fifteen days no such request stand consultation no alteration in the original engineerid drawings and plans shall become final.
 The sum to be paid for the said engineer shall be paid by the Purchaser within fifteen di to the Purchaser. Such payment shall be fine contained in this contract. 	ing drawings and plans referred to in paragraph 1 hereof ays after the final drawings and plans have been delivered al and independent of any of the provisions hereinafter
4. For, and in Consideration of the sum	of ONE HUNDRED ONE THOUSAND (\$101,000.00)
	- Dollars,
to be paid by the Purchaser to the Builder, th	ne said Builder agrees to build an organ according to the
annexed specifications, in a thorough and art TRINITY CHURCH ENGLISH EVANGELICA	istic manner, and install it in
complete in every detail, estimated on or abo	out LATE FALL, 1965
This date is not a consideration or term of thi of the time of delivery in the absence of dela the control of the Builder.	is contract, but is given as the expectation by the Builder ys from fires, strikes, freight embargoes or causes beyond
organ or in any other manner levied on the tra purchase price hereinabove set forth, and paid	e or Federal Tax levied on the manufacture or sale of said unsaction set forth in this Agreement, shall be added to the by the Purchaser.
a Ti :l-matered and agreed that said or	rgan is to be constructed by the Builder in the Common- nwealth it is to be transported in interstate commerce to

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

the State of INDIANA

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

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.....

ONE HUNDRED ONE THOUSAND (\$101,000,00) DOLLARS 7870 =101,87 as follows:

When the contract is signed, fifteen (15%) per cent amounting to Fifteen Thousand One Hundred Fifty (\$15,150,00) Dollars When the actual building of the organ by the Builder is commenced, twenty-five (25%) per cent amounting to Twenty-five Thousand Two Hundred Fifty (\$25,250,00) Dollars

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 Twenty-five Thousand Two Hundred Fifty (\$25,250.00) Dollars

Upon delivery at the above named building of said principal portion of said organ, twenty-five (25%) per cent amounting to Twenty-five Thousand Two Hundred Fifty (\$25,250.00) Dollars

Upon the installation of said organ complete, in accordance herewith, the balance, to wit, the sum of Ten Thousand One Hundred (\$10,100.00) Dollars + 87500 = 10,97500 billed

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:

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.
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paragraph 12 below, to pay therefor the sum of ONE HUNDRED ONE THOUSAND (\$101,000,00) DOLLARS T8 N = 1018 N = 1

Plus - 1 manual Reyboard

Peu lette of H. Lucas May 23, 1966

in Engineering File

apon any

on (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:

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 (17%).

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.

 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. after
16. The casing of the console and the bench shall be of native oak, or of any other native wood of

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 Existing console to be reused with 17. The Builder's to furmish and install an electric blowing plant, consisting of a motor, blower, remote

17. The Builder's 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 Paratasas 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.

Removal of an existing organ shall be the responsibility of the Purchaser, except pipework to be reused in new instrument, which will be removed by the builder.
 All verbal agreements and understandings are merged in this contract and the specifications

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.

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

12	day of May	19.64	
	AEOLIAN-SKINN	ER ORGAN COMPANY,	INC.
- Witness	By Jakel	V. Joreel	President
4 King	hary &	W Gaffigun	Treasure
une N. ryan	//	EVANGELICAL LUTHERAN.	FORT WAYNE.
	Po Pour	All Vy and Purg	haser)INDIA
Witness	By Wer. Vang		James.

ATolian-Skinner Organ Company

Boston, Massachusetts

REVISED SPECIFICATION

September 23, 1964

SPECIFICATION OF AN ORGAN PREPARED FOR

TRINITY ENGLISH LUTHERAN CHURCH

GREAT ORGAN - 61 Pipes

EXPOSED

- 16 Ouintaton
- 8º Prinzipal
- 8º Bourdon
- 4º Oktave
- 4º Rohrflote
- 2º Superoktave

Fourniture (IV Rks.) - 244 Pipes

2.0

Scharf (III Rks.) - 183 Pipes

8º Trompette de Tour (Antiphonal)

Chimes (Old)

SWELL ORGAN - 61 Pipes EXPRESSIVELY ENCLOSED

- 16' Gemshorn
- 8º Viola
- 8º Viola Celeste
- 8º Rohr Flute
- 4º Prestant
- 4º Harmonic Flute
- 2º Montre

Sesquialtera (II Rks.) - 122 Pipes

Plein Jeu (III-V Rks.) - 239 Pipes

- 16º .Basson
 - 8º Trompette
 - 8º Hautbois
- 4º Rohr Schalmei

Tremulant

EXPOSED POSITIV ORGAN - 61 Pipes 8º Gemshorn 8. Pommer Gedeckt 4º PrinZipal Koppelf1"te Kleinprinzipal 1 1/3º Oktavquint 1º Sifflote Zimbel (III Rks.) - 183 Pipes Tremulant CHOIR ORGAN - 61 Pipes EXPRESSIVELY ENCLOSED Spitzprincipal 81 Flute Ouverte 8º Flute Conique 8' Flute Celeste (GG) - 54 Pipes 4º Spitzoctave 2 2/3 Nasat 2º Spillflöte Cymbale (III - IV Rks.) - 214 Pipes 16º English Horn 8º Cromorne 4º Regale Tremulant ANTIPHONAL ORGAN - 61 Pipes 8º Principal New stops and chest located Montre in Gallery. Functional display. 21 Blockflote Separate blower. Fourniture (III - V Rks.) - 257 Pipes) 8º Flute des Bois Old Echo stops revoiced. Flute Ouverte New blower. Flute Celeste T.C. 49 Pipes 8º Vox Humana

ANTIPHONAL ORGAN (Cont.)

Tremblant (Affects Enclosed Stops Only)

Enclosed Stops 4. - (This coupler may for mechanical, electrical or console spatial reasons, have to be aliminated).

8º Trompette de Tour - 61 Pipes)) Installed in tower openings at crossing

4º Trompette de Tour - 12 Pipes)

PEDAL ORGAN - 32 Pipes

- 7 Pipes (Old), lower 5 notes resultant 32 Untersatz

16º Kontrabass - 32 Pipes

16' Sub Bass - 32 Pipes

16 Gemshorn (Swell) -

16' Quintaton (Great) -

- 32 Pipes 8º Oktave

8' Stillgedeckt - 32 Pipes 8' GEM3HORN (Sw)

- 32 Pipes 4º Prinzipal

4º Blockflote - 32 Pipes

2º Spitzprinzipal - 32 Pipes

Mixture (IV Rks.) - 128 Pipes

32 Basson (Swell Ext.) - 12 Pipes

16º Posaune - 32 Pipes

(Swell) -16' Basson

8º Trompete (Ext.) - 12 Pipes

8º Gromorne (Choir) -

(Choir) -4º Regale

8 Trompette de Tour (Antiphonal) -

Chimes

Grgan Architects and Builders

Church Residence Auditorium University

Skinner Organs

Aolian Organs

Boston, Mass., February 17 1964

SPECIFICATION OF AN ORGAN PREPARED FOR

TRINITY ENGLISH EVANGELICAL LUTHERAN CHURCH Fort Wayne, Indiana

HAUPTWERK ORGAN - 61 Pipes (Cantilevered Chest in Functional Display)

- 16º Kleingedeckt
- 8º Prinzipal
- 8º Offenflote
- 4º Oktave
- 4º Quintflote
- 2 2/3 Quinte
 - 2º Superoktave

Kleine Mixtur (III Rks.) - 183 Pipes

Scharf

(III Rks.) - 183 Pipes

8º Trompete

Chimes - As at present in Echo Organ

Great 16'

Great Unison Off

Great

Positiv to Great 16

Positiv to Great 8º

3 Spare Knobs

POSITIV ORGAN - 61 Pipes - Functionally Displayed over Hauptwerk

- 8º Nasonflote
- 4º Spitzflote
- ' 4º Koppelflöte
 - 2º Kleinprinzipal
- 1 1/3º Oktavquinte
 - 1º Sifflöte

Zimbel (II Rks.) - 122 Pipes

Tremulant

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SWELL UKGAN - 00 ripes
16 Gemshorn
8º Diapason
8º Viola
8º Viola Celeste
8 Flute Conique
 8* Flute Celeste (Tenor C) - 56 Pipes
 4º Principal
 4º Flute Creuse
 2º Montre - 61 Pipes
   Sesquialtera (II Rks.) from GG - 106 Pipes
    Plein Jeu (III - V Rks.) - 269 Pipes
   Grande Tierce Mixture (V Rks.) - 305 Pipes
16º Basson
 8º Trompette
 8º Hautbois
 4º Clairon
    Tremulant
CHOIR ORGAN - 61 Pipes - Functional Display bracketed to wall on console side.
 8º Spitzprinzipal
 8º Rohrflöte
 4º Prestant
  2º Spillflote
     Cymbale (III - IV Rks.) - 220 Pipes
  Tremulant (Operates tremolo for baroque reeds, also)
 16° Cromorne - 68 Pipes (Enclosed in Swell)
  8 English Horn - 68 Pipes (Enclosed in Swell)
  4 Rohrschalmei - 68 Pipes (Enclosed in Swell)
                   (Swell Organ)
  8 Flute Conique
  8* Flute Celeste (Swell Organ)
  Choir 16°
  Choir Unison Off
    Choir
     Positiv to Choir
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- 32* Untersatz (Electronic Ext.) 12 Tones
 16* Kontrabass
- 164 0 11
- 16º Subbass
- 16 Gemshorn (Swell Organ)
- 16 Kleingedeckt (Great Organ)
- 8º Oktave
- 8º Stillgedeckt
- 4º Prinzipal
- 4º Querflöte
- 2º Spitzprinzipal

Mixture (IV Rks.) - 128 Pipes

- 32 Basson (Swell Ext.) 12 Pipes
- 16º Posaune
- 16 Basson (Swell Organ)
 - 8º Trompete (Ext.) 12 Pipes
 - 8* Cromorne (Choir Organ)
 - 4º Rohrschalmei (Choir Organ)

Chimes (Great Organ)

ANTIPHONAL ORGAN - 61 Pipes

- * 8 Principal Divided Between Sides
- * 4º Montre
- * 2º Blockflote
- * Fourniture (III V Rks.) 269 Pipes
 - 8º Flute des Bois Existing flute revoiced
 - 8* Flute Ouverte Existing Flute revoiced
 - 8º Flute Celeste (Tenor C) Existing Celeste rank revoiced
 - 8* Vox Humana Existing stop revoiced
 - Tremblant Affecting enclosed stops only.

Enclosed stops 4*

Existing Echo Organ to be retained mechanically as at present but with existing stops revolced. A new blower is to be installed adjacent to the Echo chamber to replace the inadequate wind line from the basement blower,

^{* =} Stops in functional display.

COUPLERS (In order of	Left to Right)
Great to Pedal	8*
Swell to Pedal	81
Choir to Pedal	8*
Positiv to Pedal	81
Antiphonal to Pedal	81
Enclosed Antiphonal to Pedal	81
Swell to Pedal	41
Choir to Pedal	41
Enclosed Antiphonal to Pedal	4.
Enclosed Antiphonal	
Swell to Great	16*
Swell to Great	8 *
Swell to Great	4.
2Mell co oreas	
Choir to Great	16*
Choir to Great	8.
Choir to Great	41
Choir to dieae	
Antiphonal to Great Off 4th Mar	nual
Enclosed Antiphonal to Great	8*
Enclosed Antiphonal to Great	4.
Eliciosed imerphona	
Great to Choir	81
Great to onor	
Swell to Choir	16*
Swell to Choir	81
Swell to Choir	4*
2 PAGIT CO QUOTE	
Antiphonal to Choir - Off 4th	Manual
Enclosed Antiphonal to Choir	81
Enclosed Antiphonal to Choir	41
Fuctosed witchionar co quots	

COMBINATIONS - New remote combination machine to be added to enable full use of existing console combination pistons.

Blowing Plant - A new blower to be installed along with a new rectifier for low voltage supply if necessary. Old rectifier to become the property of the Builder.

Pipe Work - The Builder is to remove from the existing organ the pipework installed in 1949 for re-use in the new organ.

Check again with organist:
Do they still want a small in the galling?

See letter Feb 7-1963