

MEMORANDUM OF AGREEMENT

Memorandum of agreement entered into this 28th day of August, 1972, by and between Michael Quimby, d/b/a The Quimby Organ Service, Warrensburg, Missouri, party of the first part, and The First Christian Church of Warrensburg, Missouri, a corporation, party of the second part, WITNESSETH:

1. Party of the first part agrees to rebuild, in a good workmanlike manner, furnishing all parts therefor according to the attached specifications, and furnishing all labor, ~~the~~ pipe organ presently existing ⁱⁿ the sanctuary in second party's building located at Gay and Holden Streets in the City of Warrensburg, Missouri. *on the square*

2. First party agrees to complete such rebuilding, and to have the said organ ready for use on or before September 1, 1973, subject, however, to delays from fire, water, strikes or causes not within the reasonable control of first party.

3. First party warrants that, upon completion of the rebuilding, said organ shall be of first quality, free from defects in material or workmanship, and warrants that he will re-repair or replace any defective part, or parts, at his own expense during a term of ten years after completion of the rebuilding, upon written notice advising him of the need thereof. This warranty does not include tuning, regulating or care of said instrument, nor does it include the console, which is guaranteed by its manufacturer for five years, nor does it include motors, generators, or rectifiers, which are guaranteed by their manufacturers for one year, nor does it include damage by water and other events which have no relation to operation. This warranty is conditioned upon the requirement that the organ must be tuned and checked twice a year.

4. Second party agrees to pay to first party therefor the sum of fifteen thousand dollars (\$15,000.00), as follows:

- a. Eighty-five hundred dollars (\$8,500.00) at the time of execution hereof.
- b. Fifteen hundred dollars (\$1,500.00) on December 15, 1972.
- c. Twenty-five hundred dollars (\$2,500.00) upon delivery of the organ console, or principal parts thereof, to the second party's building.
- d. Twenty-five hundred dollars (\$2,500.00) upon completion of the rebuilding of the organ and acceptance by second party.

5. If, under the terms of any federal or state revenue

act now in force, or as may be enacted subsequent to the date of this agreement, the sale of the items covered by this agreement, or the invoice or payments due thereof, are declared or determined to be taxable to first party as manufacturer or vendor, or if any sales or use tax shall be, or become, applicable, second party shall pay to first party an amount equal to, but not in excess of, such additional tax, or taxes, above any tax which has already been computed and included in the previously stated contract price.

6. Second party agrees to provide proper temporary storage space for the parts, such space to be in the room located to the North of present organ where present blower is located, except it is recognized that such room will not accomodate the console and other space will be provided for it. First party agrees to pay all freight and cartage in connection with this undertaking.

7. From and after the delivery of all items to the church premises, second party agrees to carry fire and extended coverage and vandalism insurance thereon, in an amount at least equal to the replacement cost thereof, for the benefit of both parties hereto as their interests may appear and be established.

8. To protect second party against first party's incapacity or untimely death, first party agrees to insure his life in the amount of twenty thousand dollars (\$20,000.00) and to carry disability insurance providing monthly compensation in the amount of six hundred dollars (\$600.00), with all benefits under such insurance policies to be payable to second party. Any excess of benefits paid under either, or both, of said policies, not needed to complete performance of this agreement, shall be paid by second party to first party or to his parents (in the event of death of first party) in equal shares. The premium on the life insurance policy shall be paid by second party and the premium on the health and accident insurance policy shall be paid by first party.

9. First party agrees to carry proper insurance on his employees and to pay all employee taxes and insurance and agrees to hold second party harmless from any claims of first party's employees.

10. Upon completion of the rebuilding, representatives of second party will, in the presence of first party, examine said organ and if same has been rebuilt in accord with this agreement will then give acceptance of same.

11. It is agreed that there are no verbal or other agreements, or representations, except as herein contained, and any changes in this agreement must be in writing, executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this

agreement the day and year first above written.

Michael Quimby, d/b/a
Quimby Organ Service
First Party

THE FIRST CHRISTIAN CHURCH
OF WARRENSBURG, MISSOURI

By J. Paul Morris

H. W. Jones

Gene E. Holdren

Second Party

QUIMBY ORGAN SERVICE. REBUILDING PLANS OF
THE ORGAN FOR THE CHRISTIAN CHURCH, WARRENSBURG, MISSOURI

S P E C I F I C A T I O N S

GREAT ORGAN 3½ inch wind pressure (water guage)

Principal	8'	new	61 pipes	(1-12 old pipes in the case front.)
Gedeckt	8'	old	61 pipes	Old Swell Stopped Diapason 8' revoiced (Kilgen pipe)
Dulciana	8'	old	61 pipes	Estey pipes of excellent quality
Octave	4'	new	61 pipes	
Dolce	4'	new	61 notes	Extension of Dulciana 8' and not affected by couple
Blockflute	2'	new	61 pipes	
Mixture IV Ranks	1/3'	new	244 pipes	
Cymbelstern				

SWELL ORGAN 3½ inch wind

Hohlflute	8'	old	61 pipes	Old Great Melodia 8' (Kilgen)
Viola	8'	old	61 pipes	Old Estey pipes of excellent quality
Viola Celeste T.C.	8'	old	61 pipes	Old Estey pipes of excellent quality
Rohrflute	4'	new	61 pipes	
Quint T.C.	2 2/3'	new	49 pipes	
Principal	2'	new	61 pipes	
Trumpet	8'	new	61 pipes	
Hautbois	4'	new	61 pipes	
Tremolo			new	

PEDAL ORGAN 3½ inch wind

Resultant	32'	new	32 notes	From Bourdon 16' by using 16'-10 2/3 for 1-12
Bourdon	16'	old	32 pipes	From the present Kilgen organ
Lieblich Gedeckt	16'	old	32 notes	From Bourdon 16' by pressure regulator
Principal	8'	new	44 pipes	(1-17 old case pipes, 18-44 old Kilgen Gt. Diapason)
Dulciana	8'	new	32 notes	From Great Dulciana 8'
Octave	4'	new	32 notes	Extension of pedal Principal 8'
Super Octave	2'	new	32 notes	" " " " " "

COUPLERS

Great to Pedal	8'
Great to Pedal	4'
Swell to Pedal	8'
Swell to Pedal	4'
Great to Great	16'
Great to Great	4'
Great Off Unison	8'
Swell to Great	16'
Swell to Great	8'
Swell to Great	4'
Swell to Swell	16'
Swell to Swell	4'
Swell Unison Off	8'

ADJUSTABLE COMBINATIONS Tripper style

Pistons No. 1-2-3-4-5 affecting Great and Pedal
Pistons No. 1-2-3-4-5 affecting Swell and Pedal
Pistons No. 1-2-3-4-5 affecting the entire organ
Toe studs No. 1-2-3-4-5 (Duplicates the general pistons)
General Cancel piston

The above pistons are adjustable at the keyboard and operated electrically, not mechanically. A light thrust of the piston works the system.

PEDAL MOVEMENTS

Expression Pedal to Swell Organ (eight stage)
Crescendo Pedal
Great to Pedal Reversible
Swell to Pedal Reversible
Sforzando Reversible

ACCESSORIES

Crescendo Indicator Lights (four) p-mp-mf-f
Sforzando Indicator Light FF
Generator Light
Flourescent music light built in
Organ bench with music shelf
Pedal Clavier
Ivory manual keys

I will supply the following material:

ACTION COMPONENTS

Two manual stopkey console. The console will not be part of the case, but remote

Three specially designed reservoirs for great, swell, and pedal
New pedal chest using the toe board of the old chest.
New Tremolo with Muffler
Pedal Lieblich Gedeckt Stop Action
Whiffletree Swell Engine to operate swell shades
Silicon Rectifier Output 30 amps 10-12-14-15 volt DC taps
New Great electro-pneumatic primary
New Swell electro-pneumatic primary
New Great stop action
New Swell stop action

Other components including tan pneumatic leather, No. 26 wire, building frames etc.
 Pedal Principal 8' extension unit chest, 26 notes, (T.F.-g²)
 Mixture chest for IV Ranks, 61 notes, 244 pipes
 Dulciana 8' unit chest 61 notes
 Quint 1 1/3' unit chest, 49 notes
 Five note chest for 1-5 (T.C.-T.F.) of the Great 8' Principal not in the case.

TONAL ADDITIONS

Mixture IV Ranks 244 pipes, Spotted metal 50% tin/ 50% lead, based on 48 scale 8' CC

Specification	Notes	<u>1-12</u>	<u>13-24</u>	<u>25-36</u>	<u>37-48</u>	<u>49-61</u>
		1 1/3'	2	2 2/3'	4	8
		1	1 1/3'	2	2 2/3'	4
		2/3'	1	1 1/3'	2	2 2/3'
		1/2'	2/3'	1	1 1/3'	2

Principal 8' T.C., 49 pipes, spotted metal, Scale 44, 1-5 Zinc
 Octave 4' 61 pipes, spotted metal, Scale 58, 1-5 Zinc
 Blockflute 2' 61 pipes, spotted metal, Scale 68
 Principal 2' 61 pipes, spotted metal, Scale 72
 Quint 1 1/3' 49 pipes, spotted metal, Scale 77
 Rohrflute 4' 61 pipes, ^{wood}~~spotted metal~~, Scale 50 at 8' CC
 Trumpet 8' 61 pipes, zinc and spotted metal, 3 1/2" scale
 Hautbois 4' 61 pipes, zinc and spotted metal, 2 3/4" at 8' CC