This copy is to be returned to the contractor.

TUNING AND MAINTENANCE AGREEMENT

1. CONTRACTOR AGREES:

a. To assume maintenance of the organ owned by the <u>First</u> Christian Church, Gay and Holden Streets

of Warrensburg, Missouri 64093

and to service said organ <u>two</u> times per year at regularly stated intervals as follows.

1. Late November or early December

2. May or June

3•_____

b. To notify the customer several days in advance of his visits during cold weather so that the church may be heated to the proper tuning temperatures and that the customer may make the necessary preparations for the contractor to carry out his work.

2. CUSTOMER AGREES:

a. To furnish heat when required for proper tuning temperature. This requires that the heat be turned on at least twenty-four hours prior to the scheduled arrival of the contractor in order that the temperature of the organ will be at nearly the same temperature as it will be for Sunday services, and by the time the contractor is ready to begin tuning. b. To notify the organist or director of music as to the day the contractor is scheduled to arrive in order that the organist may prepare and place a written list of troubles needing correction on the console.

c. To provide access to console, chambers and blower to the contractor on the day of his visit by having console, chambers, and blower room unlocked or the key thereto readily accessible to the contractor.

d. To pay for the service under this agreement the sum of \$165.00 per visit, upon the completion of the work each visit.

3. BOTH PARTIES AGREE:

a. That the service rendered under this agreement includes' the proper tuning of the pipes and correct regulation of the action on each visit, together with minor repairs required. b. That the service does not include major repairs made necessary by the age of the instrument, damage by water, moths, rodents, or other causes beyond the control of the contractor.

c. That in the event any major repairs or replacement of parts are found by the contractor to be necessary in order to maintain the proper and normal operation of the organ, the contractor will make a written report to the customer indicating the need of such repairs or replacements and will not proceed to make any such repairs or replacements without written authorization from the customer.

d. That the contractor will report any hazard which exists that might damage the organ, as soon as observed, and that the customer will take immediate action to correct such hazard as soon as possible.

e. That the contractor will inspect the blowing and generating equipment each vist but does not assume the responsibility for these units as they should be serviced by a qualified local electrician.

f. That the contractor will visit the church at the customer's request for the purpose of correcting any condition or emergency which should arise causing the organ to be in such condition as to prohibit its use for regularly scheduled services, subject to the following terms:

1. In the event of such emergency the customer agrees to contact a local electrician first to determine if the trouble may be caused by defective wiring, blowing, or generating equipment. This individual is not to touch any other part of the organ.

2. If the trouble is determined to be in the organ proper the customer will contact the contractor by telephone, telegram, or letter, and describe the nature of the trouble in as minute detail as possible.

3. If the contractor is unable to suggest a temporary remedy for the condition he will visit the church at once or as soon thereafter as he can possibly do so for the purpose of correcting the trouble.

4. Cost of this visit will be paid for by the customer, but will in no case exceed the cost of one regularly scheduled vist as specified in part-2 of this agreement. The cost will be in addition to the regular contract.

g. That the contractor is responsible for fulfilling his part of this agreement provided that the customer allows access to the organ and console--for the purpose of repair, tuning, and maintenance--to only the contractor or person or persons authorized by the contractor. The customer is expected to keep the console and chambers and in some places the blower room securely locked at all times. The organ .room must be free of all foreign material not related to the

operation of the organ.

h. That this agreement may be terminated at any time by either party by means of a written notice at least 60 days in advance of the next regularly scheduled visit, but that without this notice the agreement continues in force from year to year.

ACCEPTED

Michael Quimby

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