

connections and supply nor does it include the DC rectifier or blower which are guaranteed by their manufacturers for one year. Party of the first part reserves the right, at its option, to declare this warranty void should anyone except Quimby Pipe Organs, Inc., its employees, agents, or assigns, or other persons authorized by Quimby Pipe Organs, Inc., have had access to the interior or working parts of the organ, except those areas normally accessible to the musician. This warranty is void should the organ be moved to another site during the warranty period, unless such move is made by Quimby Pipe Organs, Inc. or its assigns. This warranty is conditioned upon the requirement that the organ must be tuned and checked by first party or a competent organ service technician acceptable to the first party at least twice a year during the warranty period.

5. Second party agrees to pay to first party the sum of Sixty-four thousand three hundred fifty dollars (\$64,350.00) as payment in full for this contract, such payment to be as follows:

a. Twenty-one thousand four hundred fifty dollars (\$21,450.00) above signing of this contract.

b. Eighteen thousand three hundred dollars (\$18,300.00) upon completion of the new windchests, reservoirs, and organ case.

c. Ten thousand three hundred dollars (\$10,300.00) upon delivery of the instrument to the church for installation.

d. Fourteen thousand three hundred dollars (\$14,300.00) upon completion of the instrument and acceptance. The first use of the instrument in worship following the rebuild is considered as final acceptance.

e. _____

6. Second party agrees to pay any applicable Local, State or Federal Taxes.

7. That in the event that (a) the Consumer Price Index as published by the Bureau of Labor Statistics of the United States Department of Labor, has risen above 12% per annum after the date on which the AGREEMENT is signed; (b) in the event that any foreign nation from which first party directly purchases materials, has substantially appreciated its currency with respect to the United States dollar since the date on which this AGREEMENT is signed; (c) price increase of specific materials of which said organ will be Does not apply. such as lumber, tin, lead, etc; whereby any combination (a), (b), or (c) above increase the cost of the Does not apply. to such an extent that first party believes in good faith that it cannot complete said Does not apply. at the above named price, the parties will negotiate in good faith for a reasonable increase in price or an alteration of the proposed specification.

8. Second party to notify first party immediately should second party, prior to the installation of the organ, plan to make any changes whatsoever to the room in which the organ will

be housed, including, but not limited to, structural changes to the building; addition, removal, or change of carpeting, furniture, and/or draperies; addition, removal, or change of location of interior walls; addition, removal or change of doors and/or windows; addition, removal or change of interior wall, floor, and/or ceiling covering materials. Such notice must be given prior to the commencement of any such change. Failure to timely notify first party shall at first party's option, void any and all warranties, implied or expressly contained herein. Further, any such changes made after installation of the organ shall at first party's option, void any and all warranties if in first party's considered opinion, such change or changes have materially altered the acoustics of the room in which the organ is heard.

9. Second party agrees to pay any and all additional costs which first party might incur as a result of modifying the organ because of any of the changes referred to in section eight above.

10. Second party agrees to provide first party free and undisturbed access to the building in which the required organ work is to be accomplished with adequate light, heat, and/or air conditioning as required, it being understood, however, that any regular religious services are not interfered with by first party. "Working Days" are defined as all days of the week except Saturday, Sunday, and legal holidays.

11. This contract shall be construed under the laws of the State of Kansas where said organ is to be and installed. Upon payment and acceptance by second party the parts specified in the specification shall become the unencumbered property of the second party.

First party does hereby indemnify and hold second party harmless from any liens of any type whether on real estate or personal property which may result from this project so long as second party shall pay the full amount specified when due.

12. Second party agrees to provide temporary storage space for parts upon reasonable notice. First party agrees to pay all freight in connection with this undertaking.

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

14. That site preparation shall be the sole responsibility of second party, including but not limited to, all repairs, plastering, painting, etc.; all necessary electrical service to the blower and/or D. C. power supply; any and all foundation reinforcement; removal or cutting walls, floors, or ceilings. Said electrical service shall include any and all conduit, wiring, contactors with appropriate overload protectors, cut-off

switches, and fusing or circuit breakers as may be required by local electrical codes. First party agrees to provide the appropriate data necessary to define the equipment required. It shall be the sole responsibility of the second party to determine the requirements of any electrical codes to provide and make the electrical connection to the organ blower and or power supply, and to conform said electrical connection to said local codes.

15. Second party agrees to provide men of the church or hired labor upon reasonable notice to assist in unloading organ parts from trucks and bringing them into second party's building. That it shall be the sole responsibility of second party to assume the cost of hoisting all larger organ components, where necessary, to any heights seven feet or more above ground level.

16. It is understood that second party makes this agreement in reliance upon the particular expertise of Mr. Michael Quimby, President of first party. This contract is, therefore, nonassignable by first party. To protect second party from an event of default by first party, first party shall purchase and maintain at its own expense insurance on the life of Michael Quimby in the amount of ~~Twenty-five thousand dollars~~ (\$25,000.00) to cover completion of the project. Any excess of benefits paid under said policy, not needed to complete performance of this agreement shall be paid by second party in the event of his death, to the parents of Michael Quimby in Warrensburg. Mr. Mark McGuire of Independence, Missouri, Mr. Richard Miller of Warrensburg, Missouri, and Mr. Leo Endel of Fort Worth, Texas, will be advised as to the details of this project and be available to provide supervision for completion of the instrument or its final completion.

17. Second party upon notification that the rebuilt instrument is ready for delivery will make plans to accept delivery of said material. If alterations or building delays, or other events beyond the control of first party, make it impossible for first party to install the parts when second party is notified of its completion, second party agrees to accept delivery of said parts and to cover the cost of storage, handling, and insurance of said organ parts from the date of notification of completion until final payment for said parts is made to first party. In the event the specified material cannot be installed immediately upon completion, 95% of the purchase price becomes due and payable immediately upon notification of completion. The final 5% may be retained by second party until installation and final acceptance, at which time said final 5% of the purchase price becomes immediately due and payable.

18. Upon completion of the project, and reasonable opportunity to inspect and test same, representatives of second party will, in the presence of representatives of first party, examine said organ and if same has been rebuilt in accord with this agreement and the attached specification, second party will accept same and tender the final payment.

19. In the event of any default by either party they shall be entitled to ten (10) days written notice specifying such

default and have this time in which to solve. The remedies of each party shall be those of the Uniform Commercial Code, Article 2, for which purpose only this transaction shall be considered as if it were a sale of goods. Time is of the essence in the performance of this AGREEMENT and in the event that the installation is not completed and accepted by _____ 15 November 1989, such acceptance not to be unreasonably withheld, first party, shall pay to second party the sum of \$30.00 per day until acceptance, as liquidated damages for the delay, such sum to be in addition to any other claim for damages due to default by first party.

20. First party and second party agree further that the material stated in the attached specification are to be and remain property of the first party until such time as the purchase price is paid in cash or its equivalent.

21. It is agreed that there are no verbal or other agreements or representations, except as herein contained, and any changes or additions 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, President
Quimby Pipe Organs, Inc.
First Party

By _____

Second Party