

CONTRACT AND SPECIFICATIONS

PIPE ORGAN

For

CHURCH OF THE ANNUNCIATION

NEW ORLEANS, LOUISIANA

Established 1855

THE HOLTkamp ORGAN COMPANY • 2909 Meyer Avenue • Cleveland Ohio 44109

A G R E E M E N T

THIS AGREEMENT made this 15th day of December, 1968, by and between THE HOLTkamp ORGAN COMPANY, an Ohio corporation having its office at 2909 Meyer Avenue, Cleveland, Ohio (hereinafter called "Seller") and The Church of the Annunciation,
4505 South Claiborne Avenue,
a Louisiana Corporation, New Orleans, Louisiana
(hereinafter called "Buyer"):

W I T N E S S E T H: That,

The parties hereto in consideration of their mutual agreements moving from each of them to the other do now mutually agree and covenant as follows:

1. Scope of Work. Seller agrees to provide all labor, material and services necessary to design, construct and install an organ in the above church building according to the annexed specifications which are made a part hereof as Exhibit A. Seller agrees to complete all of the foregoing work on or before twelve (12) months from and after the date of this agreement. If the Seller is delayed at any time in the progress of the work stipulated under this agreement by any act or neglect of the Buyer or its employees, agents, or contractors, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond the Seller's control, then the time of the completion of the work shall be extended for a comparable period. Seller shall give Buyer notice of any anticipated delays in the completion of the work.

2. Organ Location. Buyer agrees that at its own expense it will have the building and organ location in readiness and in suitable and proper condition for the erection and protection of the organ and its accessories. Seller agrees to give Buyer not less than thirty (30) days' prior notice of the approximate date when installation of the organ will commence.

3. Taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to the sale of the organ herein described shall be paid by the Buyer, or in lieu thereof the Buyer shall provide the Seller with a tax exemption certificate acceptable to the taxing authorities concerned. The Buyer shall not be liable for any other taxes that may be levied as a direct or indirect result of the manufacture and installation of the subject organ.

4. Risk of Loss and Insurance. It is the intent of the parties hereto that the title to the organ to which this agreement relates shall not pass until final payment by Buyer of all amounts due to Seller hereunder. Notwithstanding the foregoing, all risk of injury and loss to the organ or parts thereof, save that resulting from the negligence of the Seller, shall rest on the Buyer after the arrival of the organ or parts thereof at Buyer's premises. At all times prior to the arrival of the organ and parts thereof at Buyer's premises, Seller agrees to insure the organ and parts thereof for all risk of loss in an amount equal to the full contract value thereof. From the time of such arrival at Buyer's premises until the passage of title to the organ (or until six (6) months after the completion of installation of the organ, whichever event shall first occur), Seller agrees to insure the organ and parts thereof for all risk of loss for the benefit of the Buyer and Seller in an amount equal to the full contract price thereof.

Seller further agrees to maintain such insurance as will protect it and Buyer from claims under workmen's compensation acts and to maintain public liability insurance coverage in the sum of at least \$100,000/\$300,000 for bodily injury, including death, and of at least \$25,000 for property damage so as to protect Seller against claims which may arise from the operations pursuant to this

agreement upon the premises of Buyer whether such operations be by Seller or by any subcontractor or anyone directly or indirectly employed by either of them.

Either party may request the other party to furnish certificates evidencing the insurance required to be maintained by the other party by the terms of this agreement.

5. Purchase Price. The Buyer shall pay and the Seller agrees to accept as full payment for all labor, materials, services and all other expenses incurred by Seller in the performance of Seller's obligations under this contract set forth herein, in current funds as follows: Thirteen Thousand Eight Hundred Five Dollars (\$13,805.00).

6. Billing Procedure. The Buyer shall pay to the Seller the sum of Four Thousand Dollars (\$4,000.00) on signing of this contract. After Seller has notified Buyer that the installation and the Buyer shall have accepted the or of the organ has been completed, Seller shall render a final bill to Buyer for the balance of the purchase price, of Nine Thousand Eight Hundred Five Dollars (\$9,805.00), and Buyer shall pay to Seller the amount shown to be due within twenty (20) days after receipt of said bill.

9,805 *Final*
4,000 *Down Payment*

13,805 *total*

7. Seller's Guarantee. Seller agrees at its own expense for the term of one (1) year after the date of payment by Buyer of the balance of the purchase price shown to be due on the final bill or the date when said final payment is due, whichever shall first occur, to remedy all defects in the organ resulting solely from the use of defective material or inferior workmanship, if such defects are specified in writing by Buyer within one (1) year period; provided, however, that the foregoing warranty does not cover the blower, the blower motor or the rectifier. Seller agrees to turn over to Buyer any written guarantees given to Seller by the manufacturer of such blower, blower motor and rectifier.

agreement upon the premises of [blank] whether such operations be

8. No Oral Agreements. All oral agreements and understandings are merged into this agreement which comprises the entire contract between the parties. This agreement may be modified only by a writing signed by both parties or their duly authorized agents.

9. Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto by their respective officers duly authorized as of the date first above written.

THE HOLTkamp ORGAN COMPANY

By Walter Holtkamp
Walter Holtkamp, President

CHURCH OF THE ANNUNCIATION

By Malcolm G. Haas
Malcolm G. Haas, Sr. Warden

By Eugene L. Warner
Rev. Eugene L. Warner, Rector

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

16'	QUINTADENA	85 Pipes
8'	GEDACKT	85 Pipes
4'	PRINCIPAL	73 Pipes
2R	CYMBAL	122 Pipes
16'	REED	73 Pipes

Pedal

16' Quintadena
 8' Gedackt
 4' Principal
 16' Reed
 4' Reed

Manual I

8' Gedackt
 4' Principal
 4' Quintadena
 2R Cymbal
 8' Reed

Manual II

8' Quintadena
 4' Gedackt
 2' Principal
 2' Flute

ACCESSORIES

Organist's Bench with Adjustable Mechanism
 Electric Blower and Motor
 AC-DC Action Current Rectifier

CASEWORK

Detached Console
 Oak Support Structure
 Simple paneling around and behind visible windchests

22 November 1968