

This Agreement,

Made this Second day of May 1901, between WM. SCHUELKE, Church Organ Builder, of Milwaukee, Wis., of the first part, and Rev. F. H. Spacht, John Schmidt, Ferdinand Bannmann and Fritz Eldermann, committee of the second part.

Witnesseth, That the party of the first part hereby agrees to build an Organ according to the annexed Specifications, to be hereafter approved by the party of the second part, and to erect the same in the St. Mary's Church, Columbus, Ohio.

complete and ready for use, and to the acceptance of the party of the second part, on or before the 12th day of November A. D. ~~1900~~ 1901

Said first party further agrees that said Organ shall be first class, according to the judgment, upon examination, of ~~two~~ ^{three} competent and disinterested experts selected by said second party.

Should said Organ, upon such examination, not accord with the terms of this agreement, said first party agrees, at his own cost and expense, to make good any defect, or failing in this, to remove the Organ from said Church, and said party of the second part shall no longer be held by the terms of this contract.

And said first party further agrees, at his own cost and expense, for the term of ^{five} ~~one~~ year next after the completion of said Organ, to remedy any and all defects therein, resulting from the use of improper materials, or from inferior workmanship, but this applies only to such defects, and ~~not~~ to re-tuning ~~repairs~~ for the period of one year

And the party of the second part hereby agrees to pay WM. SCHUELKE, or to his order, the sum of Five Thousand (\$5000) Dollars, payable on acceptance of Organ, as follows: Dollars cash.
One note for _____ Dollars, payable in _____ months.

And the Old Organ in exchange

Notes to bear _____ per cent interest:

And the party of the second part further agrees, that said Church shall be in readiness for the erection of said Organ One day next previous to said time of completion of said Organ.

And the party of the second part further agrees, that said first party, or his representatives, shall have undisputed possession of said Church, for the purpose of regulating and tuning said Organ, for a period of 14 days next previous to the completion of said Organ. And said party of the second part further agrees to have the Organ examined immediately on completion, so that the party of the first part, or his representatives, shall not suffer any delay, and said second party agrees to pay the party of the first part damages for each and every day of such delay.

And the party of the second part further agrees to assume all risks of damage to said Organ, or parts thereof, either by fire or water, after said Organ, or parts thereof, shall have been placed inside of the building it is to occupy; such assumption of risk not to be construed as an acceptance of said Organ, and said second party agrees to receive said Organ upon its arrival, cart it to the Church and pay the freight thereon, said freight and cartage to be deducted from the price of the Organ, and such reception and care of the Organ not to be construed as an acceptance of said Organ.

Witness our hands and seals the day and year first above written. Wm Schuelke

IN PRESENCE OF
Abraham P. Hoerny
Edw. Scherwitz
F. H. Spacht, P. G. Rector
John Schmidt [SEAL]
Ferdinand Bannmann [SEAL]
Fritz Eldermann [SEAL]