

# OPERA CHAIR CONTRACT

DELIVERED AND SET UP

Town Greenfield State see

Date May 4th 1925

To **AMERICAN SEATING COMPANY, Chicago, Illinois:**

Please make and deliver Chairs (built to be put in sections or rows) and other merchandise in the quantities and according to the specifications hereinafter set forth, which we agree to accept and pay for as follows:

For each and every chair of Style No. 9033 the sum of Five and 13/100 Dollars (\$ 5-13)

~~For each and every chair of Style No. Total the sum of Three Thousand Dollars (\$ 3000-00)~~

For each and every chair of Style No. \_\_\_\_\_ the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

in cash herewith Seven Hundred and Fifty Dollars (\$750.00) and the

balance on delivery of Invoice with Bill of Lading attached Installation (\$2250.00)

(subject to the provisions of sub-paragraph 6 hereof.)

The goods specified are to be set in place in the house at your expense ready for use on or about May 25th 1925.

We agree to pay freight charges to the railroad company upon arrival of shipment at railroad depot, and hauling charges to drayman, also advance upon presentation of your written order the amount necessary for setting up said furniture. These disbursements evidenced by receipted bills and proper vouchers to be furnished your company, are to be deducted in final settlement. We further agree to remove the goods from the railroad depot immediately upon arrival at destination, or if we fail to do so, to pay all demurrage and storage charges.

We expressly agree that all scaffolding, lumber, rubbish or obstructions of every kind shall be removed, and that you shall have a clear floor at least \_\_\_\_\_ full working days prior to the date agreed upon for completion in which to set up said chairs, we to furnish at our own expense sufficient light and heat for the convenience and comfort of the workmen while setting up chairs.

If we are unable to give you a clear floor for the number of days specified and you are in consequence put to additional expense over cost of installing chairs under normal conditions, we will pay all such additional expense upon presentation of an itemized bill covering same.

NOTE:—If the standards are to be fastened to a concrete floor with expansion bolts, we agree to furnish at our own expense the electric power of 110-125 volts alternating (25-60 cycles) or direct current necessary to operate drilling machines. (If voltage or cycles are other than above, specify on line following)—

It is further understood that the standards are to rest on and be attached directly to the concrete without intermediate floor covering of any nature and that you shall not be held responsible for the permanent fastening of chair standards unless the composition, construction and thickness of the floor are in accordance with the Standard Specifications adopted by the American Concrete Institute; that the surface to the depth of 2 inches is free from all obstructions, such as expanded metal, iron beams, etc., free from large pebbles (cannot be drilled without chipping) and that the concrete is sufficiently hardened.

If standards are to be fastened with wood screws to any composition flooring you shall not be held responsible for the permanent fastening of chairs to floor or any breakage or impairment of their use resulting from any insecurity which may develop.

In consideration of your accepting the above order, we further agree:

- (1) To furnish you with an approved seating plan and all necessary specifications as hereinafter set forth at least 10 days before the date herein mentioned for shipment, and in no event later than thirty (30) days from date hereof.
- (2) That as soon as possible after receipt of approved seating plan and specifications you are to begin manufacture of the goods and continue the manufacture thereof without interruption until goods are completed.
- (3) That in the event of our not furnishing you with the approved plan and information above referred to at the time herein mentioned, you are to be granted an extension of time in which to deliver said goods equal to one full working day for every day's delay in furnishing you with such approved plan, etc., the intent hereof being that you shall have the full time above stipulated in which to complete the work herein contracted for, and we further agree to pay you, upon the final settlement, any and all expense and loss which you may have incurred or sustained through any delay in the completion of the building or on account of any default upon our part, including any loss or damage which you may sustain by reason of delay on our part in furnishing you with approved seating plan and specifications. In the event of the plan or specifications being subsequently changed, you are to be granted such extension of time in which to complete the work after the approval by us of such changes, as in your judgment may be necessary.
- (4) That if seating plan be furnished you by our architect for the seating herein, said plan shall be considered as our approved plan and be binding upon us as such. Whether such plan be furnished by our architect or by us, it shall govern in all respects the number, size and arrangement of chairs covered by this order, and you shall not be held responsible for securing approval of seating plan by any state, city, town or other municipal officer. We expressly assume all responsibility and expense of getting such approval, when the same is required, and our delivery to you of seating plans, bearing marks of approval, signed by us, or our architect, or other agent, shall be notice to you that we have observed and complied with all legal requirements covering the width of aisles and arrangement and dimensions of chairs, etc. In lieu of our furnishing you with an approved seating plan the memoranda of the number of sections and sizes stipulated herein shall govern, and in that event we likewise assume all responsibility of securing official approval when necessary.
- (5) In the event of our making any change reducing the quantity of chairs shown by the original seating plan after said chairs have been manufactured, whether partially or entirely, we agree to pay you at the stipulated price for every chair so manufactured by you in accordance with such original plan (said plan being a part of this contract) whether all of said chairs are