

THE USE OF CONTRACTS while being officially enthusiastic

by DON HALL

The fun of working on a pipe organ in a theatre and bringing it back to life is great; however, a misunderstanding can sometimes spoil the fun and create some pretty hard feelings. In order to keep our mutual hobby as pleasurable as it should be, I am suggesting the use of some type of written agreement that outlines what work will be done and who is responsible for what and to whom. This more businesslike approach to the restoration of theatre organs was prompted by Danny Schultz, one of our Rochester, N.Y. members, who wrote to me suggesting that getting something in writing would not only be a good idea legally but also put our club on a more professional footing.

I had a chance to try this idea out when the 2m 8r Robert Morton organ in the Center Theatre in Durham, N.C. was given to nearby Campbell College. (The picture story on the removal of the organ will appear in a coming issue of *TOBB*.) The president of Campbell College called me to ask if Piedmont Chapter of ATOE would be willing to take the organ out. I said that we would if he would agree to a few terms and then went on to name them. The president allowed that they were all right and arrangements were made to get a written contract signed before removal work started. A copy of that contract follows this article.

It also seemed a good idea to protect us from ourselves, so all the members of the removal work crew signed a release which too is reproduced here. Jim Lowe, a friend of mine and a good lawyer, looked over the contracts and noted that they appear to be in order, but were obviously not drafted by a legal hand. By this I think he meant that they were in English that ordinary mortals could read and understand. Jim changed some wording around and removed rather meaningless words and sentences; I think that what remains worked well. I hope that others who might be engaged in similar projects might be able to use these ideas to come up with their own contracts to serve their own special situations.

For good measure, I have also included a contract like the one I would have written when work was started on the restoration of the Center organ, if I had been thinking along more professional lines.

Contract for the Removal
of the
Robert Morton Organ in the
Old Center Theatre
Durham, N. C.

Both of the parties whose names appear below, representing their respective organizations, agree to the following terms:

1. The Piedmont Chapter of the American Theatre Organ Enthusiasts (to be referred to hereafter as Piedmont Chapter) will remove the organ from the Center Theatre and load it onto trucks to be supplied by Campbell College, Bules Creek, N. C. Once the organ, or any parts thereof, is on the trucks, it is the responsibility of Campbell College.
2. Campbell College is responsible to Piedmont Chapter for such costs connected with removal of the organ as rental or purchase of supplies and materials including, but not limited to: tape, rosin, packing and packing boxes and telephone calls. These costs are to be reimbursed within 30 days of billing by the Piedmont Chapter chairman.
3. Once the organ has been set up and is in playing condition, Piedmont Chapter is to be permitted free use of the organ and building in which it is housed for as long as it remains property of Campbell College. Hours of use shall be mutually convenient. Use of the organ will include concerts, chapter meetings, and rehearsal time leading to these events.
4. If the organ is not set up at Campbell College before September of 1968, it must then be put up for sale. Piedmont Chapter will, if necessary, aid in reaching parties who might be interested in the purchase of the organ. Profit from the organ's sale, after deduction of shipping, crating, advertising expenses and the like are deducted, is to be divided equally between Piedmont Chapter and Campbell College.
5. Due to the last-minute nature of this project, Piedmont Chapter is in no way responsible if the organ removal work cannot be completed.

(Name) for _____
(Organization)

(Name) for _____
(Organization)

(Witness) (Date)

**Release Form and
Man-Hour Summary**

I will not hold Piedmont Chapter of the American Theatre Organ Enthusiasts or any of its members in any way responsible for injuries which I may sustain incidental to removing the organ from the old Center Theatre, Durham, N. C.

| (Names) | (Hours Worked) |
|---------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**Contract for the Restoration
of the
Robert Morton Organ in the
Center Theatre, Durham, N. C.**

Both of the parties whose names appear below, representing their respective organizations, agree to the following terms:

1. The Piedmont Chapter of the American Theatre Organ Enthusiasts (to be referred to hereafter as Piedmont Chapter) will furnish the labor necessary to restore the Robert Morton organ in the Center Theatre, Durham, N. C. to good playing condition. There shall be no charge for this service which is one of the national goals of the American Theatre Organ Enthusiasts.
2. The Center Theatre will furnish such new parts as the organ may require provided that the present parts cannot be rebuilt or substitutes cannot be found; new parts shall not cost more than \$50.00, total.
3. The restoration work will be conducted at a mutually convenient time such as during the morning hours and after the last show at night.
4. As long as the organ remains in the present theatre building, Piedmont Chapter may have use of the organ and building at no charge for free concerts and meetings at mutually convenient hours. If admission is charged to the concerts, expenses and profits will be divided equally between Piedmont Chapter and the Center Theatre.
5. If the organ is ever to be disposed of, Piedmont Chapter and its members have first option on the acquisition of it. If the organ is not wanted by the Piedmont Chapter or its members, it may then be disposed of in any way seen fit by the Center Theatre.
6. Piedmont Chapter will not hold the Center Theatre responsible for personal injuries to its members on official business in the theatre, and the Center Theatre will not hold Piedmont Chapter responsible for any accidental damage to any part of the theatre building or its equipment.
7. The organ may be used only with the knowledge and consent of the Piedmont Chapter.

(Name) for _____
(Organization)

(Name) for _____
(Organization)

(Witness) _____
(Date)

JOHN MITCHELL, continued

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it wasn't long until he was moved to the Stanley as MC of their stage shows and then on to Hollywood and Stardom. Johnny also had a very successful kiddie show every Saturday. This show became the springboard for many youngsters who went on to success and stardom. Johnny likes to talk about these kiddies and the good times he had with Dick Powell in this house of stars.

The Enright Theatre was torn down when it became evident that the area had changed and would no longer support a house of this size. The Kimball was sold. It is understood this organ is now in storage in Cleveland, Ohio.

Johnny, unlike many artists of the silent movie days, has not deserted his first love. The organ has been and is his life. Today, Johnny is engaged in a whirlwind of activities. Currently, he has been playing an organ in the new huge Civic Arena in McMurray, Pennsylvania, holding down a church organ position and keeping pace with a grueling teaching schedule. For seven years he held sway in a popular night spot where the young and old timers loved to go and hear his special style. His instrument was always rigged with all types of gadgets designed by Mitchell—strings, guitars, surf, percussion and many more sounds nightly echoed forth to the glee of the patrons. Johnny is also on the selling staff of Pittsburgh's largest Hammond dealer. With all of this, one would really wonder how you could get an affirmative "Yes" when you ask Johnny if he would like to go and play "The Pipes". This is how he affectionately refers to the theatre organ, "The Pipes". He will tell you there isn't anything like "The Pipes". "Most important of all," quips John, "I just want to keep my hand in so I never lose the touch."

Time permitting, Johnny will go anywhere, any time, to play a theatre organ. Last year he revisited the Erie Warner where Johnny warmed up the Wurlitzer. He played there and reacquainted himself with the theatre manager who has a wide eyed and thrilled young usher back when Johnny would rise up with the Wurlitzer under the spotlight.

Recently, in Richmond, Virginia, John thrilled to the touch of the three Wurlitzers—the Byrd, Mosque, and Loew's, and revealed to the famous hospitality of the organ enthusiasts there. He went also to see Jimmy Boyce and experienced that spine tingling sound from Jimmy's big 4-43 Wurlitzer at the Rink in Alexandria, Virginia. All in all, Johnny is one of the truly great organ enthusiasts who never could forsake the love, thrill and feel of the king of instruments. "No Siree," quotes Johnny, "There just isn't anything like 'The Pipes'."