

THIS AGREEMENT OF EMPLOYMENT is made as of the day of *Aug. 19-* 1963, between THE UNITED EVANGELICAL CHURCH, a body corporate of the State of Maryland (hereinafter called "United"), and CHARLOTTE M. ARBELADA, presently residing at 3328 Frederick Avenue, Baltimore 29, Maryland (hereinafter called "Mrs. Arbelada").

R E C I T A L S

United is a duly organized and operating religious body, affiliated with the United Church of Christ, and conducting regular services of worship in Baltimore, Maryland. Mrs. Arbelada is a musician, trained for, and accomplished in, the art of organ playing and choral directing. United, therefore, does now desire to employ Mrs. Arbelada as Organist and Choir Director in connection with its aforementioned services of worship.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do agree as follows:

1. United hereby does employ Mrs. Arbelada, and Mrs. Arbelada hereby does agree to be employed by United as Organist and Choir Director. It is understood and agreed that Mrs. Arbelada will faithfully and diligently serve United to the best of her abilities in the aforementioned capacities, and she further agrees to perform with dispatch such duties as usually pertain to the positions which she is hereby employed to fill. Said duties shall include, but shall not be limited to, playing the organ at the two regular worship services each Sunday throughout the year; playing the organ at such special worship services as may be conducted by United from time to time; the selection, rehearsal and conducting of such choirs or other choral groups or individuals as from time to time may be deemed appropriate by the Church Council or the Music Committee thereof; and the selection and programing, in conformity with the suggestions and recommendations of the Pastor of United and the said Music Committee, of such music as is appropriate for worship services, including the cataloging and physical care of such music. Mrs. Arbelada further hereby does agree to serve as a member of the aforementioned Music Committee, and to work closely and willingly at all times with the Pastor, Church Council, Choir members, and other members of the Congregation in the fulfillment of her aforesaid duties. It shall also be the duty of Mrs. Arbelada to undertake to play the organ in the Church at such special events as weddings and funerals as and when requested by the persons involved, at compensation to be agreed upon between such persons and Mrs. Arbelada.

2. The employment of Mrs. Arbelada hereunder shall be continuing and of indefinite duration, and shall commence on the 15th day of Sept, 1963; provided, however, that this Agreement may be terminated by either party hereto by giving to the other party ninety (90) days' prior written notice of termination, unless a sooner severance of employment shall be acceptable to both parties. For the purposes of this Agreement, written notice of termination shall conclusively be deemed to have been given from the time any such notice shall have been placed in the United States Mail, postage prepaid, in an envelope addressed to United at its address in Baltimore, Maryland, and to Mrs. Arbelada at her usual address as shown on the books of United.

3. United shall pay Mrs. Arbelada as compensation for her services hereunder the sum of One Thousand, Seven Hundred Fifty Dollars (\$1,750.00) per calendar year, payable bi-monthly in equal amounts. In addition to the compensation provided above, United shall pay to Mrs. Arbelada, as an advance against, and as reimbursement for, travel expenses incurred by, and required of, Mrs. Arbelada in the course of her employment hereunder, the sum of Two Hundred Fifty Dollars (\$250.00) per calendar year, payable bi-monthly in equal amounts.

4. There shall be deducted from the actual annual compensation paid to Mrs. Arbelada such sums as may be required to be deducted or withheld under the provisions of law, such as Social Security payments, income tax withholdings and any other deductions required by law now in effect or hereafter put into effect during the continuance of this Agreement.

5. Mrs. Arbelada shall be entitled to be relieved of her duties hereunder for one two week vacation period each calendar year, at such time or times as may be mutually agreed upon by the parties hereto, following the completion of one full year's employment from the date set forth above in Paragraph 2 hereof. The compensation of Mrs. Arbelada during said vacation period shall continue unabated.

6. It is expressly understood and agreed by Mrs. Arbelada that her employment and services hereunder shall be exclusive with United, and that during the continuance of this Agreement she shall not undertake to perform, whether for compensation or otherwise, the duties usually pertaining to the positions of Organist and/or Choir Director, for any other organization or group without the prior written consent of United, which consent shall not be unreasonably withheld.

7. In the event of the death or incapacitation of Mrs. Arbelada during the continuance of this Agreement, or in the event of the dissolution or insolvency of United, the employment hereunder shall terminate as of the date of any such occurrence, and an accounting between the parties hereto shall be made within forty-five (45) days following such termination.

8. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

9. A waiver of any breach of the terms and conditions hereof shall not be considered to be a modification of any provision hereof, nor shall such waiver act to bar the enforcement of any subsequent breach.

10. The entire understanding between the parties has been incorporated into this Agreement. No oral statement or prior writing if extrinsic to this Agreement, shall have any force or effect.

The provisions of this Agreement shall be severable so that if any provision or provisions hereof shall be deemed to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof, the parties intending that if any such provisions were held to be invalid prior to the execution hereof they would have executed an agreement containing all the remaining provisions of this Agreement.

11. It is understood and agreed that any question affecting the validity, interpretation or enforcement of this contract shall be construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, United has caused this Agreement to be executed on its behalf by its President and attested by its Recording Secretary with its corporate seal affixed hereto, and Mrs. Arbelada has hereunto set her hand and seal as of the day and year first above written.

ATTEST:

The United Evangelical Church

Frederick Long
Recording Secretary

By J. Albert Fader Sr.
President

WITNESS:
Norman F. Fritze

Charlotte M. Arbelada (SEAL)
Charlotte M. Arbelada