fired boiler (steam or hot water) is the build-up of soot on inner walls, keeping the heat from

the person may either forget or not have enough time to perform regular maintenance and 2)

down” a steam system, for example. However, there are two problems with this approach: 1)

A volunteer or staff person can perform some maintenance on heating systems, “blowing-

break down when the house of worship requires heavy use.

sad fact is this: Old (15+ years) HVAC equipment without regular maintenance can and will

chamber problems. AC condensors and air exchangers have motor, fan and filter issues. The

reaching the water to create steam or hot water. Forced air furnaces have combustion

the person may not have the necessary skills to see if the system actually needs maintenance.

deposits into the boiler. Eventually the boiler breaks down. Another problem on any oil-

contains other contaminants) continually corrodes the pipes. The resulting “rusty” mixture

process (including introduction of “make-up water” which is often heavily oxygenated and

age and intrinsic nature. these systems are at the greatest risk of breaking down. The steam

Many New England houses of worship have old, steam heating systems. For reasons of both

congregations to focus on stoking other flames of faith!

a HVAC professional will learn your system. Think of going to the doctor. People generally

http://www.mipandl.org/congregation\_energy.htm

For an Excel version of the maintenance contract template, go to…

is true for your HVAC system.

are. Regular checkups and timely health interventions keep one health and happy. The same

factors and health history. The older one gets, the more risk of health complications there

instead of going only for a medical emergency. Thus the doctor has a record of physical

go to the doctor once a year to make sure they’re healthy and develop good health habits,

free

parts can last and what parts of the system need to be checked, and when. Most importantly,

Since HVAC professionals deal with systems every day, they know how long boiler and AC

immediately. The proverb applies:

***An ounce of prevention is better than a pound of cure.***

and can spot problems. The HVAC professional can then fix most problems on site

Under a maintenance contract, the HVAC professional will make regular scheduled visits

Maintenance Contract

**Stewardship Opportunity**

System failure at inopportune times

Poor maintenance/inefficient operations

**Key issue:**

*Andrew Siliski*

**HVAC Maintenance Contract**

***p***

of

Contracts

systems.

HVAC

years)

(5+

old

with

worship

***Everyday Environmental Stewardshi***

houses

for

important

Christmas Eve midnight service is just no fun. Maintenance contracts are particularly

good condition and run reliably. AC failure during Yom Kippur or heating failure at the

long life and efficient use. Regular maintenance ensures that the HVAC systems will stay in

Keeping heating and cooling equipment in good condition is essential to maintaining their

2 — SERVICES TO BE PROVIDED

3 — TERMS FOR SERVICES TO BE PROVIDED

standards of applicable industry organizations shall apply.

the manufacturer of the equipment or system. Failing such guidelines, recommendations and

*periodic* and *milestone* maintenance and servicing shall be as specified and/or recommended by

safe, continuous and efficient operation of the equipment. In general the meaning of *routine*,

The services shall include *routine, periodic* and *milestone* maintenance and servicing to insure the

Exhibit A-2 identifies equipment for which maintenance and service will not be provided.

The *provider* is responsible for maintenance and service for the equipment identified in Exhibit A-1.

Exhibit B sets for the specific services to be provided for the equipment included in this contract.

Email

Fax

Phone

to be exempt. Provider shall pay legally assessed penalties for any improper use of the Client’s

Page 1 of 5

all the required policies of insurance. Provider must provide the following coverage:

continue to perform and furnish any part of the services, unless Provider has in full force and effect

Commonwealth. Provider shall not start to perform and furnish services, in whole or in part, or

designated in this Section. Insurance shall be provided by insurers licensed to transact business in the

Provider shall purchase and maintain insurance providing the coverages and limits

Insurances:

tax exemption number.

City/State/Zip

Provider shall file with Client a statement that all purchases made under the exemption were entitled

the number on invoices for services rendered. At the completion of the annual cycle of maintenance,

Provider will be provided a documentation of sales-tax exemption from the client, and will place

Client is exempt from sales tax on products permanently incorporated into its facilities.

Taxes:

Payment for services shall be within thirty (30) days of receipt of invoice.

The services will be provided during normal working hours. Exhibit B also sets forth the cost for services

(“ “)

City/State/Zip

Address

Title

Contact Person

Client

1 — PARTIES

*MEP Systems Maintenance*

CONTRACT

Power and Light

Template

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Maintenance Contract

Phone

Fax

Email

Provider

(“ “)

Contact Person

Title

Address

force for twelve (12) months, subject to extensions and renewals. The contract shall automatically

terminate if no extension is formally agreed to within thirty (30) days of the end date of the current contract.

Termination other than at end of contract requires a thirty (30) day notice, to be provided in writing addressed

to the signators of the contract. The notice of termination is to be delivered by United States Postal Service

using certified mail, return receipt requested.

SIGNATORS

*For Client*

*For Provider*

Signature

Signature

and shall remain in

Title

Title

Date

Date

Page 2 of 5

(d) Excess Liability Insurance shall provide the following protections: employer’s liability,

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Power and Light

(a) General liability insurance with a combined single limit of not less than $1,000,000 for

injury to or death of any one person, for injury to or death of any number of persons in one

occurrence, and for damage to property, insuring against any and all liability of the Client and the

Provider including, without limitation, coverage for contractual liability and broad form property damage;

(b) Workers Compensation and Employers Liability Insurance providing statutory benefits to

all employees;

(c) Owned, Non-Owned and Hired Automobile Liability with a limit of not less than $1,000,000

combined single limit;

Maintenance Contract

general liability and automobile liability. Excess Liability Insurance shall be at least as broad as the

underlying policies of liability insurance.

Client shall be named as an additional insured under Sections (a), (c), and (d). Client shall be provided a

Certificate of Insurance, which shall also provide a 30-day notice of cancellation.

Hold Harmless: Provider shall indemnify, defend and hold harmless Client from any and all liability of

whatever kind and character for loss, actual or claimed, to persons or property arising by virtue of

the activities of Provider, its agents, servants, employees or clients. Provider shall properly

notify Client of any claim involving the services or the Client.

Duration:

The contract shall commence on

Page 3 of 5

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Power and Light

EXHIBIT A-1

*Equipment Covered*

Maintenance Contract

#

Location

Component

Manufacturer

Size

Model

Serial #

Date

Page 4 of 5

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EXHIBIT A-2

*Equipment Not Covered*

#

Location

Component

Maintenance Contract

Manufacturer

Size

Model

Serial #

Date

Cost for all services described above includes labor and materials.

NOTES

1

2

Hourly rate for additional services is

$0.00 Regular

$0.00 Emergency

Materials for additional services will be charged at cost plus

0.00%

3

Client to be provided with report of work for each service call, whether in contract or additional

4

Report for Fall and Spring scheduled service is to include recommendations on future work, timing and cost

Page 5 of 5

Component

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EXHIBIT B

*Services to be Provided, with Costs*

When?

Maintenance Contract

Service

Cost