

# AGREEMENT FOR ORGAN SERVICE WORK

Spencer Organ Company, Inc., of 38A Yetten Terrace, Waltham, MA 02453 (hereinafter called "Company") and XXXXXXXX, Address, City, State, 02XXX (hereinafter called "Client") agree as follows:

1. **SCHEDULE:** The Company will reserve time in its work schedule for regular service visit(s) for the fiscal year beginning XXXX XX, 20XX for the Client's 1XXX [brand] pipe organ.
2. **WORK:** On each visit the Company will: (a) tune and regulate pipes as necessary; (b) adjust the mechanism as needed, making minor repairs as time permits; (c) vacuum-clean the console area and clean the manual keys, where appropriate; (d) check the lubrication of blower bearings and lubricate as necessary; and (e) inspect the organ and report on any extra work required that falls outside the scope of this agreement.
3. **COST:** The Client agrees to pay the Company's prevailing hourly rate for a minimum of XX (XX) and a maximum of XX (XX) hours per year, to be invoiced by the Company. The current rate is \$XX per hour, charged for all on-site work and travel time. Should normal maintenance or emergency calls require time beyond the maximum hours stated above, Company will not perform work without first obtaining permission from the Client.
4. **TERMS:** This agreement to go into effect upon the latest date below. Cancellation of or modifications to this agreement can be made only after one year and on receipt of written notice one month in advance from one party to the other. The Company shall be paid for any work performed prior to said notice. At the end of each Client fiscal year the Company shall review its costs and shall notify the Client of any rate adjustment to take effect for visits made in the following fiscal year.
5. **ACCESS:**
  - i. The Client agrees to furnish all keys, ladders, lights etc. necessary for convenient, safe access to the organ, and to make the organ available for undisturbed work during service visits. The Client agrees to have the temperature set at the normal degree when the organ is played in public and to have the temperature set at this level long enough before the service visit so that the organ is acclimatized.
  - ii. The Client agrees that if the Company has notified the Client of a specific time for a service visit and that if the organ is not available or at normal temperatures, then the service visit will be paid for whether or not all the work was accomplished.

6. **AUTHORITY:** Client designates the following persons as having the authority to order extra work and emergency calls and otherwise direct the work of the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the above line(s) are not filled in, the Company assumes that any person in on official staff or volunteer capacity with the Client organization, including the organist or director of music, has said authority.

7. **EXCLUSIONS:**

- i. This agreement does not include extra work caused by acts of God, fire, water, vermin, vandalism and other unusual causes, nor by deterioration due to normal aging. It does not include any general renovation, restoration or rebuilding work, nor re-pitching or thorough cleaning work.
- ii. The Company takes no responsibility for high-voltage electrical equipment, including motors, blowers, power supplies, heaters, work lights and plugs, switches and wiring.

8. **WARRANTY:** Requests to re-visit the organ to re-perform any regular service procedures found not to be satisfactory will be honored only if made within a period of seven days following the regular service visit. Re-visits will be made without charge, except for travel time and expense, if it is determined that the problem was the fault of the Company. The Client understands that organ pipes can go out of tune and mechanisms can malfunction after a regular service visit for a number of reasons beyond the Company's control and that the Company cannot be held responsible for such occurrences.

9. **LIABILITY:** The Client agrees to hold the Company harmless from any liability whatsoever for any damage to property or persons caused by the organ, use of the organ, or as a result of work performed on or around the organ by others.

10. **EXCLUSIVITY:** The Client shall not permit any other person or organization to work on the organ without advance notice to the Company.

\_\_\_\_\_  
for Spencer Organ Company, Inc.  
"Company"

\_\_\_\_\_  
for XXXXXXXXXXXXXXXXXXXXX  
"Client"

Dated \_\_\_\_\_

Dated \_\_\_\_\_