

**NATICK GREEN CONDOMINIUM TRUST
MAINTENANCE PROGRAM CONTRACT**

Unit Owner(s): _____ Unit(s) _____

Only a Unit Owner ("OWNER") may enter into Maintenance Program Contracts with Natick Green Condominium Trust ("NATICK GREEN").

OWNER has read, and expressly agrees to the following terms and conditions:

1. **DURATION**
When fully executed by the parties, OWNER agrees that this Contract shall be in effect for as long as OWNER owns the Unit(s), unless CANCELLED or SUSPENDED in writing.
2. **CANCELLATION**
This Contract may be cancelled by either party at any time by mailing or hand delivering to the other party a written cancellation notice.
3. **SUSPENSION**
If **any outstanding amounts** due NATICK GREEN, from OWNER, are **more than 15 days past due** (45 days from billing date for billed amounts) for Condominium Fees, Maintenance Charges, Late Fees or other billed amounts, ANY AND ALL Maintenance Program Contracts between OWNER and NATICK GREEN shall automatically be SUSPENDED until such overdue balance is paid in full.
SUSPENDED Contracts are eligible for EMERGENCY SERVICES ONLY.
4. **SERVICES**
OWNER authorizes NATICK GREEN employees to perform all requested Services, within the realm of their capabilities.
5. **EMERGENCY SERVICES**
Emergency Services relate to any of the following:
 - a. Blocked toilet in a one-bath Unit
 - b. Water leak
 - c. Loss of Heat (September 15 through June 15)
6. **SERVICES REQUEST**
Services under this Contract may be requested unless this Contract has been SUSPENDED or TERMINATED. If SUSPENDED, then ONLY EMERGENCY SERVICES may be requested and OWNER ONLY must make such request.
7. **APPLICABLE LABOR RATES**
CONTRACT LABOR RATES shall be applied to all Services provided under this Contract unless the Contract has been SUSPENDED or CANCELLED. If this Contract has been SUSPENDED or CANCELLED, NON-CONTRACT LABOR RATES shall apply.
8. **CONTRACT LABOR RATE - STANDARD**
The Standard Contract Labor Rate is **\$30.00 per half-hour** during normal business hours, of Monday through Friday, 9:00am to 4:00pm.
9. **CONTRACT LABOR RATE - EVENING**
The Evening Contract Labor Rate is **\$60.00 per half-hour** during all non-business hours (evenings, weekends and holidays).
10. **NON-CONTRACT LABOR RATE - STANDARD**
The Standard Non-Contract Labor Rate is **\$45.00 per half-hour** for Services provided during normal business hours, of Monday through Friday, 9:00am to 4:00pm.
11. **NON-CONTRACT LABOR RATE - EVENING**
The Evening Non-Contract Labor Rate is **\$75.00 per half-hour** during all non-business hours (evenings, weekends and holidays).
12. **MATERIALS AND TAX**
All materials charges are in addition to the applicable Labor Rates and include Massachusetts Sales Tax.
13. **MINIMUM BILLING**
There is a minimum billing time of one-half hour for any Services provided under this Contract.
14. **UNIT OWNER PRIOR APPROVAL OF WORK**
OWNER will NOT BE CONTACTED for approval to perform Services unless the labor and materials are estimated to exceed Two-Hundred Fifty dollars (**\$250.00**) per service call. If the amount is over \$250 effort will be made to verify the work with OWNER before being undertaken. However, notwithstanding the foregoing, OWNER shall be responsible for all work performed whether or not authorized by OWNER.

**NATICK GREEN CONDOMINIUM TRUST
MAINTENANCE PROGRAM CONTRACT**

15. **UNIT OWNER BILLED**
OWNER will be billed directly for all Services rendered regardless of who requested the service and if TENANT is liable for any damages, OWNER has all responsibility to seek reimbursement from TENANT.
16. **FAILURE TO PAY – FINES**
Failure of OWNER to pay all amounts due under this Contract, within thirty (30) days of billing for the same, shall cause OWNER to be subject to the imposition of a LATE FEE, per Rule #19 LATE FEES of the RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM, per month, until such outstanding balance is paid in full. In addition, it is expressly agreed that any amounts owed under this contract and not paid when due, may be assessed to the Unit account in the same manner, and with the same effect, as common areas assessments, and shall be considered common area assessments collectible in the manner provided for under M.G.L. c.183A, Section 6.
17. **CHANGES TO LABOR RATES**
The Trustees reserve the right to implement labor rate changes from time to time, provided that a thirty (30) day written notice of such increase is provided. Published notice of such changes in the Minutes of the Meetings of the Board of Trustees shall constitute written notice regarding labor rate changes hereunder.
18. **CONTRACT CHANGES**
The Trustees reserve the right to implement changes in terms and conditions for Maintenance Program Contracts from time to time and all such changes shall be binding on all parties to any Maintenance Contract then in force upon notice to them of the change without the need of amending this agreement.
19. **ALL RISKS ASSUMED BY OWNER**
The undersigned understands, accepts and assumes all risks attendant to any employees performing maintenance, repair and/or replacement (collectively “work”) to the personal property of OWNER.
20. **RIGHTS WAIVED BY OWNER**
In recognition of the permission to allow employees to perform work to the personal property of OWNER, the undersigned hereby knowingly and voluntarily waives any right or cause of action of any kind whatsoever arising as a result of such work or activity from which any liability may or could accrue to the Trustees of the Natick Green Condominium Trust, and/or the agents, servants, employees, insurer, and attorneys thereof.
21. **RELEASE BY OWNER**
By the execution hereof, the undersigned hereby releases the Trustees of the Natick Green Condominium Trust, and/or the agents, servants, employees, and attorneys thereof from any and all liability for any claims, demands, injuries, damages, actions or causes of action arising out of or connected in any manner with the work. The undersigned further agrees to defend, indemnify and release the Trustees of the Natick Green Condominium Trust, and/or the agents, servants, employees, and attorneys thereof and hold the same to be harmless from any liability for any injury or damage sustained as a result of work being performed related to personal property of OWNER.
22. **TENANT AUTHORIZATION**
OWNER authorizes TENANT, if rented, to request Services: **YES NO (circle one).**

Please direct all notices to OWNER to the following address:

Address 1 _____

Address 2 _____

City, State, ZIP _____

Contact Person: _____

Contact Phone Number - Home: _____

Contact Phone Number - Work: _____

Contact Phone Number - Cell: _____

Unit Owner Printed Name: _____

Unit Owner Signature: _____ Date: _____

**NATICK GREEN CONDOMINIUM TRUST
MAINTENANCE PROGRAM CONTRACT**

Natick Green Condominium Trust

Date: _____

By: _____, its duly authorized agent.

Units: _____
