

NO CHARGE GUIDE

10 things to check in your elevator maintenance contract

Elevator maintenance agreements are written by elevator companies, for elevator companies. Read yours against this checklist before your next renewal, and you will know more about what you signed than most buildings ever learn. Each item tells you where to look and what the expensive version looks like.

01 The term and the auto renewal

WHERE TO LOOK Usually the first page and the final paragraphs. Find the initial term and what happens at its end.

RED FLAG An evergreen clause that renews the agreement automatically for another full term, often five years, unless you act first. You are never obligated to accept a five year commitment renewing itself silently. Shorter renewals and mutual renegotiation language are routinely available to buildings that ask.

02 The cancellation window

WHERE TO LOOK Attached to the renewal clause. Notice must typically be written, and delivered inside a specific window, commonly 90 days before the anniversary date.

RED FLAG A narrow window, or one measured from a date nobody tracks. Miss it and your leverage is gone for the length of a full term. Put the window on the association calendar today, whether or not you intend to change contractors. Notice preserves options. Silence removes them.

03 The escalation clause

WHERE TO LOOK Pricing section. Find the annual increase mechanism: a fixed percentage, a labor index, or "the greater of" several options.

RED FLAG Compounding increases with no cap, or "greater of" language that guarantees the contractor the best case every year. Run the math to the end of the term. A contract starting at a fair monthly rate can be far above market by year five, which is exactly when the renewal clause makes it hardest to leave.

04 Coverage and the exclusions list

WHERE TO LOOK The coverage clause, then immediately the exclusions. The second list is the one that costs you money.

RED FLAG "Full maintenance" that excludes door equipment, fixtures, cab items, obsolete parts, or anything damaged by causes the contractor defines. Every excluded component is a future invoice. You cannot negotiate what you have not identified, and most surprise repair bills trace directly to this list.

05 Callback and overtime terms

WHERE TO LOOK Service call or callback provisions. Establish which calls are included, during what hours, and what triggers billable overtime.

RED FLAG Callbacks covered only during narrow business hours, or vague language that lets routine calls be billed as extras. Then check your actual invoices against the clause. Buildings routinely pay for callbacks their contract already covers, and nobody notices because nobody compares the two documents.

06 Maintenance frequency and the task list

WHERE TO LOOK The maintenance obligation. Does the contract commit to specific tasks on a schedule, or only to periodic "systematic examination"?

RED FLAG Visits promised, work unspecified. A contract that only promises visits gets you visits. Modern agreements should reference the manufacturer's maintenance procedures and the maintenance control program requirements of ASME A17.1. If the tasking is vague, the machine room will eventually tell the story, and not in your favor.

07 Safety testing responsibility

WHERE TO LOOK Testing provisions. Elevators require periodic code mandated safety tests, including the annual and five year test categories for most equipment.

RED FLAG Testing silent, or listed as billable extra work. Buildings routinely pay separately for tests a well negotiated maintenance agreement includes. Confirm who performs, who witnesses, and who pays, in writing, before the next test is due rather than after the invoice arrives.

08 The obsolescence clause

WHERE TO LOOK Often buried in coverage or exclusions: language letting the contractor declare parts obsolete and withdraw them from coverage.

RED FLAG Sole discretion obsolescence language. It converts quietly into a modernization sales tool: declare the controller unsupportable, exclude it, then propose the upgrade. Obsolete rarely means unobtainable. Independent parts suppliers support most legacy equipment for years beyond the first obsolescence letter.

09 Your own maintenance records

WHERE TO LOOK Any clause about maintenance records, the on site maintenance control program, and your right to inspect both.

RED FLAG No stated right of access. The maintenance records are the only evidence of what you are paying for every month. Code requires maintenance records to be available on site. If the contract will not put your access in writing, ask why, and check the log book against reality at your next opportunity.

10 Termination and assignment

WHERE TO LOOK Termination for cause provisions, cure periods, and the assignment clause governing what happens if the contractor sells or is acquired.

RED FLAG No meaningful path to exit for poor performance, or assignment permitted without your consent. Elevator companies get bought constantly, and the local outfit you chose can become a different company overnight while you stay bound. Your exit rights are only as good as the words in this clause.

Want this checklist run against your actual contract, at no charge

Send your maintenance agreement to andrew@oceanviewelevator.com. Within five business days you get a written, plain language review: your terms, your renewal window, your exclusions, and your negotiating room.

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