

## Maintenance Contract

This contract for equipment maintenance services between \_\_\_\_\_  
(hereafter referred to as Client) and \_\_\_\_\_ (hereafter referred to as  
Contractor) is made and entered into on \_\_\_\_\_.

Client owns or has legal control of certain equipment, specified and described in the List of  
Equipment attached and hereby incorporated into this contract by reference.

Client desires that the Equipment be maintained in good working order. Such maintenance  
services is to include periodic inspections; routine, scheduled repairs and replacements of parts  
as needed; and emergency repairs made whenever any of the Equipment breaks down  
unexpectedly.

Contractor is in the business of providing equipment maintenance services, and hereby  
undertakes to provide the following maintenance services to Client:

1. All of the Equipment listed shall be inspected and repaired on a regular basis, as prescribed in  
the owner's maintenance manual published by the manufacturer of each piece of Equipment.
2. Contractor shall respond to any of Client's requests for emergency repairs within \_\_\_\_\_  
hours of receiving such a request from Client via phone, fax, email, or other communication  
method to which the parties may agree.
3. Contractor shall ensure that all services provided under the terms of this contract are  
performed by persons trained and certified as proficient in the provision of the services provided  
by an accredited school or manufacturer's training program.
4. Contractor represents and warrants that all personnel provided by Contractor to do work on  
Client's equipment are legally eligible to work in the United States of America; and that

Contractor complies with all applicable federal and state wage and employment laws, and with all other applicable laws and regulations pertaining to the services provided to Client.

In consideration of services provided by Contractor, the Client agrees as follows:

1. To pay to Contractor the sum of \_\_\_\_\_ on the \_\_\_\_\_th day of each month during the duration of this contract, commencing with a payment of \_\_\_\_\_ no later than \_\_\_\_\_.

2. To pay to Contractor for each repair actually performed by Contractor the price for said repair specified in the List of Repairs attached and hereby incorporated into this contract by reference.

3. To purchase from or provide to Contractor such parts, supplies, and other materials as may be necessary and reasonable in order to maintain the Equipment in good working order. It is understood that the success and satisfactory performance of any maintenance service or repair performed by Contractor depends upon the quality of materials used. Therefore, Client shall be fully responsible for any failure or dissatisfaction arising from any service or repair that is done using materials not purchased from or specified by Contractor.

Invoices for monthly maintenance and repair fees, itemizing all goods and services billed, shall be submitted by Contractor to Client no later than the \_\_\_\_\_th day of each month during the term of this contract. Client shall pay each invoice within 30 days of its due date.

This contract shall expire on \_\_\_\_\_, at which time the parties may extend it by agreement in writing.

Either party may terminate this contract at any time by providing written notice of intent to terminate the contract on a specified date to the other party, at least two weeks prior to the intended date of termination.

Any dispute or cause of legal action that may arise from either party's performance under this Contract shall be governed by the laws of the State of \_\_\_\_\_ and applicable federal law. Any litigation arising from this Contract shall be filed and tried in the Contractor's local jurisdiction.

Both parties whose signatures appear below hereby warrant that they are fully authorized and entitled to enter into this agreement, and do so agree on the dates written below by affixing their signatures below.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Client Print Name

\_\_\_\_\_  
Contractor Print Name

\_\_\_\_\_  
Client Address

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Client City, ST, ZIP

\_\_\_\_\_  
Contractor City, ST, ZIP