

35-Maintenance Agreement: Outlines terms for maintenance services.

Maintenance Agreement

Effective Date: [Date]

Between:

Service Provider: [Service Provider's Full Name or Company Name], located at [Service Provider's Address].

Client: [Client's Full Name or Company Name], located at [Client's Address].

1. Scope of Services

- **1.1 Description of Services:** The Service Provider agrees to perform the following maintenance services (the "Services") at the property or on the equipment located at [Location/Address]:
 - [Detailed description of the maintenance services to be performed, including equipment, systems, or areas covered by the agreement.]
- **1.2 Service Frequency:** The Services shall be performed on a [weekly/monthly/quarterly] basis, or as otherwise agreed upon by the parties.
- **1.3 Additional Services:** Any services requested by the Client outside the scope of this Agreement shall be provided at an additional cost and subject to a written work order signed by both parties.

2. Payment Terms

- **2.1 Payment Amount:** The Client agrees to pay the Service Provider the total sum of [Amount] USD for the Services provided under this Agreement.
- **2.2 Payment Schedule:**
 - **a.** Payment shall be made on a [monthly/quarterly/annual] basis, with the first payment due on [Date].
 - **b.** Additional services shall be billed separately and are due within [Number] days after receipt of the invoice.
- **2.3 Late Payments:** Any payments not made within [Number] days of the due date shall incur interest at [Interest Rate]% per annum.

3. Term

- **3.1 Initial Term:** This Agreement shall commence on the Effective Date and remain in effect for a period of [Number] months/years, unless terminated earlier as provided in this Agreement.

- **3.2 Renewal:** Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive [Number] month/year periods unless either party provides [Number] days' written notice of its intent not to renew.

4. Responsibilities of the Service Provider

- **4.1** The Service Provider agrees to perform the Services in a professional and workmanlike manner, in accordance with industry standards.
- **4.2** The Service Provider shall provide all tools, equipment, and materials necessary to perform the Services, unless otherwise agreed upon in writing.
- **4.3** The Service Provider shall ensure that all personnel performing the Services are qualified and properly trained.

5. Responsibilities of the Client

- **5.1 Access to Premises:** The Client agrees to provide the Service Provider with access to the premises or equipment as needed to perform the Services.
- **5.2 Safe Working Environment:** The Client shall ensure that the premises are safe and suitable for the performance of the Services.
- **5.3 Reporting Issues:** The Client agrees to promptly report any issues or malfunctions in the equipment or systems covered by this Agreement to the Service Provider.

6. Warranties

- **6.1 Service Warranty:** The Service Provider warrants that the Services shall be performed in accordance with industry standards and that any defects in workmanship shall be corrected at no additional cost to the Client.
- **6.2 Exclusions:** The Service Provider shall not be responsible for any defects or damage caused by misuse, neglect, or unauthorized modifications made by the Client or third parties.

7. Insurance and Liability

- **7.1 Insurance:** The Service Provider shall maintain general liability insurance and workers' compensation insurance during the term of this Agreement. The Client may request proof of insurance at any time.
- **7.2 Indemnification:** The Service Provider agrees to indemnify and hold harmless the Client from any claims, damages, or liabilities arising out of the Service Provider's performance of the Services, except to the extent caused by the Client's negligence.

8. Termination

- **8.1 Termination by Client:** The Client may terminate this Agreement at any time with [Number] days' written notice to the Service Provider.
- **8.2 Termination by Service Provider:** The Service Provider may terminate this Agreement if the Client fails to make payments as required or otherwise breaches a

material term of this Agreement and fails to cure such breach within [Number] days after receiving written notice from the Service Provider.

- **8.3 Effect of Termination:** Upon termination, the Client shall pay the Service Provider for all Services rendered up to the termination date, and the Service Provider shall return any tools or equipment that belong to the Client.

9. Dispute Resolution

- **9.1 Mediation/Arbitration:** Any disputes arising under this Agreement shall first be submitted to mediation. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration in accordance with the rules of [Arbitration Organization] in [Jurisdiction].

10. Governing Law

- **10.1** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.

11. Notices

- **11.1** Any notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above, either personally, by certified mail, or by email to [Email Addresses].

12. Entire Agreement

- **12.1** This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

13. Amendments

- **13.1** Any amendments to this Agreement must be made in writing and signed by both parties.

14. Severability

- **14.1** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Counterparts and Electronic Signatures

- **15.1** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- **15.2** Signatures transmitted electronically or by facsimile shall be deemed valid execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the Effective Date.

Service Provider

Signature: _____

Name: [Service Provider's Full Name]

Title: [Title]

Date: _____

Client

Signature: _____

Name: [Client's Full Name]

Title: [Title, if applicable]

Date: _____

Disclaimer: This template is provided for informational purposes only and does not constitute legal advice. Maintenance agreements can involve significant legal and financial obligations, and it is recommended to consult a qualified attorney to ensure that any agreement meets all legal requirements and addresses the specific needs of both parties.