

# MAINTENANCE CONTRACT

This Maintenance Contract ("Agreement") is entered into as of [DATE], by and between:

**Service Provider:** [SERVICE PROVIDER NAME], with a principal address of [SERVICE PROVIDER ADDRESS] ("Provider")

and

**Client:** [CLIENT NAME], with a principal address of [CLIENT ADDRESS] ("Client")

Collectively referred to as the "Parties."

## 1. Scope of Services

Provider agrees to perform the following maintenance services ("Services") for Client:

- [SERVICE DESCRIPTION 1]
- [SERVICE DESCRIPTION 2]
- [SERVICE DESCRIPTION 3]

Services will be performed at the following location(s): [SERVICE LOCATION(S)]

Any services not explicitly listed above are considered outside the scope of this Agreement and may require a separate written agreement or amendment.

## 2. Equipment/Property Covered

This Agreement covers the maintenance of the following equipment, systems, or property:

- [EQUIPMENT/PROPERTY 1 — MODEL/SERIAL NUMBER]
- [EQUIPMENT/PROPERTY 2 — MODEL/SERIAL NUMBER]

## 3. Term of Agreement

This Agreement shall begin on [START DATE] and continue until [END DATE], unless terminated earlier in accordance with Section 9.

This Agreement will automatically renew for successive terms of [RENEWAL PERIOD, e.g., 12 months] unless either Party provides written notice of non-renewal at least [NUMBER] days prior to the end of the current term.

## 4. Maintenance Schedule

Provider shall perform maintenance services according to the following schedule:

- Frequency: [e.g., Monthly / Quarterly / Annually]
- Scheduled Service Dates: [SPECIFIC DATES OR SCHEDULE DETAILS]
- Estimated Duration per Visit: [DURATION]

Client shall provide reasonable access to the premises and equipment necessary for Provider to perform the Services.

## 5. Emergency Services

In addition to scheduled maintenance, Provider agrees to respond to emergency service requests as follows:

- Response Time: within [NUMBER] hours of Client's request
- Availability: [e.g., 24/7 / Business Hours Only]
- Additional Fees for Emergency Services: [FEE AMOUNT OR RATE]

## 6. Fees and Payment Terms

Client agrees to pay Provider the following fees for the Services rendered under this Agreement:

- Base Maintenance Fee: \$[AMOUNT] per [MONTH/QUARTER/YEAR]
- Payment Due Date: [DUE DATE, e.g., the 1st of each month]
- Accepted Payment Methods: [PAYMENT METHODS]

Late payments will incur a late fee of [PERCENTAGE OR AMOUNT] per [DAY/WEEK/MONTH] until paid in full.

Any additional services requested outside the standard scope will be billed at a rate of \$[HOURLY/FLAT RATE].

## 7. Parts and Materials

Unless otherwise specified, the cost of replacement parts and materials required for maintenance is:

☐ Included in the Base Maintenance Fee ☐ Billed separately to Client at cost plus [PERCENTAGE]% markup ☐  
Other: [DESCRIBE ARRANGEMENT]

## 8. Client Responsibilities

Client agrees to:

1. Provide Provider with safe and timely access to the equipment/property requiring maintenance.
2. Notify Provider promptly of any known issues or malfunctions.

3. Refrain from allowing unauthorized third parties to service the covered equipment during the term of this Agreement.
4. Make timely payments as outlined in Section 6.

## **9. Termination**

Either Party may terminate this Agreement:

1. For convenience, with [NUMBER] days' written notice to the other Party.
2. For cause, immediately upon written notice, if the other Party materially breaches this Agreement and fails to cure such breach within [NUMBER] days of receiving written notice.

Upon termination, Client shall pay for all Services rendered up to the effective date of termination.

## **10. Warranty and Limitation of Liability**

Provider warrants that all Services will be performed in a professional and workmanlike manner consistent with industry standards.

Provider's total liability under this Agreement shall not exceed the total fees paid by Client in the [NUMBER]-month period preceding the claim. Provider shall not be liable for indirect, incidental, or consequential damages arising from the Services.

## **11. Insurance**

Provider shall maintain, at its own expense, general liability insurance with minimum coverage of \$[AMOUNT] throughout the term of this Agreement and shall provide proof of insurance upon Client's request.

## **12. Confidentiality**

Each Party agrees to keep confidential any proprietary or sensitive information disclosed by the other Party in connection with this Agreement, and not to disclose such information to third parties without prior written consent.

## **13. Independent Contractor Relationship**

Provider is an independent contractor and not an employee, agent, or partner of Client. Nothing in this Agreement shall be construed to create an employment, partnership, or joint venture relationship between the Parties.

## **14. Force Majeure**

Neither Party shall be held liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to natural disasters, acts of government, labor disputes, or other events of force majeure.

## 15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State/Province of [STATE/PROVINCE], without regard to its conflict of law principles.

## 16. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall first be addressed through good-faith negotiation between the Parties. If unresolved within [NUMBER] days, disputes shall be resolved through [MEDIATION/ARBITRATION/LITIGATION] in [JURISDICTION].

## 17. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior agreements, discussions, or representations, whether written or oral. Any amendments must be made in writing and signed by both Parties.

## 18. Notices

All notices under this Agreement shall be delivered in writing to the addresses listed above, or to such other address as either Party may designate in writing.

---

## Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

### Service Provider

Signature: \_\_\_\_\_

Name: [SERVICE PROVIDER NAME]

Title: [TITLE]

Date: [DATE]

### Client

Signature: \_\_\_\_\_

Name: [CLIENT NAME]

Title: [TITLE]

Date: [DATE]