Equipment Maintenance Contract

This contract agreement for Equipment Maintenance services between _____ (hereafter referred to as "Client") and _____ (hereafter referred to as "Contractor") is made and entered into upon the following date: ____/____/____.

The following equipment shall be maintained: _____ (ADDENDUM)

The Client owns or has legal control of the above mentioned equipment and it is hereby incorporated into this Maintenance Agreement by reference.

Under this agreement the Client would like the Equipment to be maintained in good working order. Such required level of maintenance services will include periodic inspections that are routine along with scheduled repairs and the replacement of parts on an as needed basis. Emergency repairs will also be made when necessary whenever the Equipment becomes inoperable unexpectedly.

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

1. All of the Equipment described above shall be inspected and repaired on a regular basis, as suggested by the Equipment's maintenance manual supplied by the manufacturer for each specific piece of equipment.

2. The Contractor shall respond to any of Client's requests for Emergency repairs within _____ hours of receiving a request from Client.

3. Contractor shall make sure that all services that are provided under the terms of this agreement are to be performed by properly trained and certified individuals. The before mentioned employees shall be Certified by an accredited school or official manufacturer's training program.

4. Contractor also certifies that all employees that will be maintaining Client's Equipment are legally eligible to work in the United States and that the Contractor is in compliance with all Federal and State wage and employment laws and with any additional applicable laws and regulations that are required administer the above mentioned services to the Client.

In payment for services provided by Contactor the Client agrees to the following:

1. To pay the Contractor $_____ on the _____ day of each month for the duration of this stated contract. This agreement will start with a payment of $_____ no later than ____/____/____.

2. To pay to Contractor for individual required repairs that are performed by Contractor the price specified in the attached List of Repairs and hereby incorporated into this Equipment Maintenance Contract by reference.

3. To purchase from or provide to the Contractor all required parts, supplies and other materials that may be necessary and reasonable in order to properly maintain the Equipment in good working order. The Client is of the understanding that parts and supplies along with other materials should be of exact specifications described by the Contractor for the equipment to reach optimal operating status.

All invoices for monthly maintenance and repair fees, including all supplies and services billed, will be submitted by Contractor or an employee of the Contractor to the Client no later than the _____ day of each month for the duration of this agreement. Client shall pay each invoice received within thirty days of stated due date.

This agreement will expire on ____/____/____ at which time the Client and Contractor may extend the stated terms in writing.

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

If there is any litigation needed between the Client and Contractor it shall be filed and tried in the Contractor's local jurisdiction.

In agreement to the above mentioned terms the Client and Contractor sign below:

Applicable Law

This contract shall be governed by the laws of the State of _____ in _____ County and any applicable Federal Law.

_____ Date_____
Signature of the Client

_____ Date_____
Signature of Contractor