

# MAINTENANCE AGREEMENT

Location: \_\_\_\_\_ Parties: \_\_\_\_\_

## Service Provider Information:

Full Name / Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Client Information:

Full Name / Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Scope of Services:

Service Provider shall provide maintenance, inspection, repair, and any additional agreed-upon services described herein related to the Client's property or equipment as specified in attached schedules or work orders.

## Term of Agreement:

This Agreement shall commence upon execution and continue until terminated by either party in accordance with the termination provisions set forth below.

## Compensation and Payment Terms:

Client agrees to pay Service Provider as per the rates and schedule detailed in attached Exhibit A. Payment is due within thirty (30) days of invoice receipt unless otherwise agreed in writing.

## Service Provider Obligations:

Service Provider shall perform all services in a professional and workmanlike manner, in compliance with all applicable laws, regulations, and industry standards.

## Client Obligations:

Client shall provide access to the location(s) where services are to be performed, disclose all relevant information, and cooperate fully to enable Service Provider to perform its obligations.

## Term and Termination:

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Termination for cause may be immediate upon written notice if either party breaches any material term and fails to cure within a reasonable period.

## Warranties and Disclaimer:

Service Provider warrants that services will be performed in a professional manner. Except as expressly provided, all other warranties are disclaimed, including implied warranties of merchantability and fitness for a particular purpose.

**Limitation of Liability:**

In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, regardless of cause or theory of liability.

**Indemnification:**

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, losses, liabilities, costs, and expenses arising out of the indemnifying party's negligence or willful misconduct in connection with this Agreement.

**Confidentiality:**

Both parties agree to keep confidential all non-public information disclosed during the term of this Agreement and not to disclose such information to third parties except as required by law or with prior written consent.

**Force Majeure:**

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or governmental actions.

**Independent Contractor:**

Service Provider shall perform services as an independent contractor and not as an employee, agent, or partner of Client. Nothing herein creates a joint venture, partnership, or agency relationship.

**Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Dispute Resolution; Jury Trial Waiver:**

Any disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY.

**Entire Agreement and Amendments:**

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Amendments must be in writing and signed by both parties.

**Severability:**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Notices:**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by certified mail, nationally recognized overnight courier, or by electronic means with confirmation.

**SERVICE PROVIDER SIGNATURE**

**CLIENT SIGNATURE**

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

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

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