

# **Sample Maintenance Agreement**

**CUSTOMER NAME:** First Store Ltd

**CONTACT:** John Doe

**ADDRESS:** P.O. Box 1005, 2<sup>nd</sup> Street, First City

**SERVICE PERIOD:** 2 Jan 2012 – 31 Dec 2012

**MAINTENANCE AGREEMENT NO:** 1/2012

THIS AGREEMENT is made the second day of January, Two Thousand and Twelve BETWEEN **First Store Ltd** of **2<sup>nd</sup> Street, First City** (hereinafter called the Customer) of the ONE PART and **Maintenance Company Ltd** of First City (hereinafter referred to as the Contractor) of the OTHER PART.

WHEREBY IT IS AGREED as follows:

1. “Normal business hours” means 8 a.m. to 4.30 p.m. Monday through Friday except on public holidays. “The applicable hourly rate” means the hourly rate being charged for such services by the Contractor at that time.
2. Subject to the conditions hereinafter contained, the Contractor will in respect of the equipment mentioned in the Schedule attached hereto (hereinafter called the equipment) and at the place therein mentioned:
  - (a) Carry out two (2) annual preventative visits or as often as the Contractor sees it fit to test, clean, adjust and replace worn parts and expendable items, and
  - (b) Correct and repair faults which have been caused by normal wear and tear.
3. In consideration of the said services to be performed by the Contractor, the Customer undertakes to pay the Contractor (on the date herein agreed) the total invoiced amount.
4. The Contractor shall carry out all examinations and work required hereunder during normal business hours. If the Contractor at the customer’s request or in an emergency shall carry out any examination or work outside normal business hours the Contractor shall be entitled to make an extra charge calculated at the applicable hourly rate.
5. The Customer shall reimburse the Contractor all reasonable traveling expenses properly incurred by the Contractor in the execution of this agreement and shall pay same within fourteen days of an invoice setting out such expenses and the period to which it relates having been sent to the Customer.

6. The aforementioned charges do not include the supply and replacement of any worn parts and/or expendable items which the Contractor may from time to time deem necessary to replace. All such parts and items replaced by the Contractor shall be paid for by the Customer at the current market value of such parts and items.
7. The services being provided by the Contractor hereunder shall not include any labour provided and/or parts which are necessary to repair damage to the equipment caused by accident, abuse, act of God, acts of third parties, electric power fluctuations or reconditioning or altering or modification of the set up of the equipment which may be requested by the Customer.
8. The Customer shall ensure that the equipment is used in accordance with the Contractor's operating instructions, and shall make the equipment available to the Contractor at all reasonable times for the purpose of enabling the Contractor to perform its obligations under this agreement.
9. The Contractor shall obtain consent from the Customer for the removal of any equipment from premises.
10. The Contractor shall be liable to bear the cost of any damage or malfunctioning of equipment resulting from poorly executed repairs or servicing. However the liability for damages shall not be invoked if these result from an unavoidable accident.
11. The Contractor shall not be liable for any consequential damage arising from the level of performance and/or the non-performance of the equipment nor shall the Contractor be liable for any loss, damage, injury or delay due to any cause beyond its control including acts of Government, strikes, lockouts, fire, lightning, aircraft explosions, flooding, riots, civil commotions, acts of war, malicious mischief or theft, provided however, that if such services to be rendered hereunder in respect of the equipment shall be interrupted to a serious degree by any such cause the Customer shall be entitled to a proportionate refund for the period of such interruption.
12. The Customer shall not assign the benefit or the burden of this agreement to any other person or firm without the written consent of the Contractor.
13. (a) If any charge or part thereof shall be unpaid for fourteen days after the agreed date the same shall become due. The Contractor may (without prejudice to its right to recover the same) give notice to the customer by registered mail requiring the Customer to pay such charges or part thereof within seven days after receipt of such notice and if the Customer shall fail to comply with such notice the Contractor may forthwith terminate this agreement.  
  
(b) If the Customer shall unreasonably refuse permission for the removal of the equipment by the Contractor from the premises mentioned in the Schedule attached hereto the Contractor

may terminate this agreement forthwith by notice in writing sent to the Customer at its last known address.

14. This agreement shall commence on the date hereinbefore stated and shall continue for one (1) year and thereafter from year to year provided that the customer pays at the end of each year of this agreement the amounts listed on the customer's invoice.

15. Subject as hereinbefore provided this agreement may also be terminated by either party hereto giving one month's written notice to the other party of such termination to expire at the end of the year of this agreement in which such notice is given.

16. If this agreement is cancelled before the expiration of the initial term or any extension thereto the Contractor will refund the Maintenance premium for any unused whole quarter.

**MAINTENANCE COMPANY LTD**

Accepted by: .....  
Print Name

Accepted by: .....  
Authorized Signature

Title: .....

Date: .....

**FIRST STORE LTD**

Accepted by: .....  
Print Name

Accepted by: .....  
Authorized Signature

Title: .....

Date: .....