

MAINTENANCE CONTRACT AGREEMENT

This Maintenance Contract Agreement ("Contract"), dated this _____, is made and entered into by and between:

Service Provider: _____ with a mailing address of _____

and

Client: _____ with a mailing address of _____
_____ ("Client").

Service Provider and Client are referred to collectively as the "Parties" hereinafter.

WHEREAS Service Provider has full capability, authority, and capacity to provide ongoing maintenance services described in this Contract; and

WHEREAS Client desires to hire Service Provider to provide said maintenance services, and Service Provider is willing to perform them under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Services. Service Provider shall provide maintenance services with respect to the following equipment:

Service Provider agrees to keep all equipment listed above in good working order by providing preventative inspections, upkeep, and other general maintenance on a ☐ weekly ☐ monthly ☐ quarterly ☐ other: _____ basis.

Any services required under this Section 1 shall collectively be referred to as the "Services."

It is further agreed that any desired changes to the scope of these Services must be approved with the prior written consent of both Parties.

II. Compensation. Client agrees to pay Service Provider the following compensation for the Services performed under this Contract: (*check one*)

- ☐ - \$ _____ / Hour.
- ☐ - \$ _____ per Service.
- ☐ - Other: _____.

III. Payment. Service Provider agrees to be compensated in the amount specified under Section II of this Contract in the following manner: (*check one*)

- ☐ - At completion of the Services performed.
- ☐ - On a ☐ weekly ☐ monthly ☐ yearly basis, beginning on _____, and terminating upon the completion of the Services.
- ☐ - Other. _____.

IV. Expenses. Service Provider shall be: (*check one*)

☐ – Reimbursed for expenses performed under this Contract. Specifically, this shall be known to include: (*check one*)

☐ - All expenses and costs, including but not limited to supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided.

☐ - Only the following expenses that are attributable directly to the Services performed under this Contract: _____.

Client shall be required to pay Service Provider within thirty (30) days of any such expense after receiving an itemized expense statement from Service Provider. Upon request by Client, Service Provider shall furnish proof of any receipt or record of purchase for said expenses.

☐ – Responsible for all expenses and costs incurred related to providing the Services under this Contract. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided.

VII. Liability Insurance. Service Provider agrees to bear all responsibility for the actions related to themselves and any and all of Service Provider's employees, personnel, agents, and contractors. Service Provider agrees to obtain or hold comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability during the course of this Contract. There shall be: (*check one*)

- ☐ – No set minimum amount required for said liability insurance.
- ☐ – A minimum dollar amount for said liability insurance, which shall be a combined single limit of \$_____.

VIII. Termination. This Contract shall terminate upon: (*check one*)

- ☐ - Completion of the Services provided.
- ☐ - Specific date of _____.

☐ - Other: _____.

IX. Option to Terminate. Client or Service Provider may terminate this Contract at any time for cause by providing written notice of a material breach of the other Party. Either of the Parties shall issue notice to terminate this Contract in the event of such breach by providing _____ days' written notice to the other Party.

X. Independent Contractor Status. Service Provider, pursuant to the Internal Revenue Code, is an independent contractor. Neither the Service Provider nor Service Provider's employees, agents, personnel, or contractors shall be deemed, construed, or referred to as the Client's employees.

XI. Federal and State Taxes. Under this Contract, Client shall not be responsible for withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from Service Provider's payments to employees or make payments on behalf of the Service Provider. Nor shall Client be responsible for making federal or state unemployment compensation contributions on Service Provider's behalf, nor any tax payments incurred by Service Provider related to or while performing the Services under this Contract, including all applicable income taxes and, if Service Provider is not a corporation, all applicable self-employment taxes. Upon demand, Service Provider shall provide Client with proof that such payments have been made in fact.

XII. Indemnification. Service Provider hereby agrees to indemnify and hold the Client harmless from any loss or liability arising from or related to the performance of the Services under this Contract.

XIII. No Partnership. This Contract does not create a partnership relationship between Client and Service Provider. Unless otherwise directed, the Service Provider shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

XIV. Governing Law. This Contract shall be governed by the laws of _____.

XV. Severability. This Contract shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XVI. Breach Waiver. Any waiver by Client of a breach of any section of this Contract by Service Provider shall not operate or be construed as a waiver of any subsequent breach by Service Provider.

XVII. Additional Terms and Conditions.

XVIII. Entire Agreement. This Contract, along with any attachments or addendums, represents the entire agreement between the Parties. Therefore, this Contract supersedes any prior agreements, promises, conditions, or understandings between Client and Service Provider.

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have caused this Contract to be executed as of the date first above written.

Client Signature: _____ **Date** _____

Print Name _____

Service Provider's Signature: _____ **Date** _____

Print Name _____