


# [Hardware/Equipment] Maintenance Agreement

- 🔊 You provide maintenance services for equipment that you sell...
- 🔊 See also, the “Extended Service” agreement
- 🔊 The first part of the Memorandum should be completed and distributed to the Customer along with a copy of the Hardware Maintenance Agreement.

Date: **[Date]**

To: **[Name of Customer]**

From:  **[Owner/Founder]**  
**[Company]**

Subject: **Hardware/Equipment Maintenance Agreement**

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Attached is our Hardware Maintenance Agreement.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

# From JIAN

## NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔴 **Do Not Use This Agreement 'As-Is.'**
- 🔴 **This Agreement Is Not Legal Advice.**
- 🔴 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔴 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔴 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

## Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


- Please visit our website under [Expert Referral Network](#).

## Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: [www.JIAN.com](http://www.JIAN.com)

## Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[ ]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[ ]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.



## 4. Charges

☞ There are several different types of charges under this Agreement.


☞ The Customer will be responsible for the payment of an hourly fee for preventive maintenance services. The parties agree that in no event shall the fee exceed a certain amount per visit. You should insert the hourly and maximum fee amounts where indicated.

4.1 Charges for scheduled preventive maintenance shall be at the base rate of \$[000] per hour not to exceed \$[000] per visit.

☞ On-call service charges are charged separately. Usually at a higher rate for non-business hours. Insert the appropriate charges where indicated.

4.2 Charges for on-call service shall be at the rate of \$[000] per hour Monday through Friday and \$[000] per hour Saturday through Sunday and holidays and after regular business hours, plus mileage at the rate of \$[000] cents per mile.

☞ If the Customer experiences the same problems even after service, [Company] will come back to fix the problem without charge.

4.3 There shall be no on-call service charge for maintenance required [Enter number] hours after any maintenance service resulting  in a recurrence of the same malfunction without fault or negligence of the Customer.

## 5. Payment of Charges

☞ [Company] will bill the Customer for service charges that the Customer is required to pay within 30 days.

The Customer agrees to pay all maintenance charges billed by [Company] within 30 days from date of invoice.

## 6. Term

☞ The term of this Agreement is undefined, but the Customer can terminate it upon 30 days written notice.

This Agreement shall be effective from the Effective Date above and shall remain in force until terminated by the Customer upon 30-days prior written notice to [Company].

☞ In Section 7, [Company] gives warranties for the service and parts.

## 7. Warranty

☞ [Company] warrants that the parts and services will not be defective.

7.1 [Company] warrants that under normal conditions of use and operation, the services furnished pursuant to this Agreement shall be free from defects in workmanship and that the parts furnished pursuant to this Agreement shall be free from defects in workmanship and material.

☞ [Company] will replace any defective parts up to 180 days after the initial installation.

7.2 [Company] further warrants that the parts furnished pursuant to this Agreement shall conform to the Equipment manufacturer's published specifications at the time of delivery to the Customer. [Company]'s obligation under this warranty is limited to the repair or replacement, at its option, of any part that, within 180 days after installation and acceptance, is established by [Company] not to be in conformity with the Equipment manufacturer's published specifications.

☞ The following section limits the warranties offered by [Company] to those listed above. All other warranties are disclaimed.

7.3 The foregoing warranty and conditions shall apply to any repaired or replaced product, part, or component supplied by [Company].

This warranty is exclusive and in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness.


## 8. Access to Equipment

☞ [Company] cannot perform maintenance services without access to the equipment. This next section gives [Company] a right to that access.

[Company]'s maintenance personnel shall have free access to the Equipment for the purpose of providing maintenance service.

## 9. Delays

☞ Down-time can be very expensive. Obviously, [Company] is not willing to assume the responsibility for damages arising from delays in repairing or servicing equipment for causes outside its control.

[Company] shall not be liable  any delay in performance directly or indirectly resulting from acts of the Customer, its agents, employees, or sub Contractors, or causes beyond the control of [Company] including, but not limited to acts of God, acts of a public enemy, acts of the United States, or any political subdivisions, fire, flood, epidemics, quarantine restrictions, strikes, civil commotion's, or revolution, freight embargoes, unusually severe weather conditions, and default of [Company]'s sub Contractors or suppliers.

## 10. Parties Bound

☞ The successors or assigns of the parties will also be bound by this Agreement.

This Agreement shall be binding on and inure to the benefit of Contractor and Customer and their respective successors and assigns.

## 11. Notices

☞ All notices between the parties must be in writing and hand delivered or mailed to the other party.

Any notices or reports required by this Agreement to be given by one party to the other party shall be made in writing to that party at the address shown below or any other address that may be designated in writing from time to time by that party.

## 12. Governing Law

☞ In this next section you must decide which state governs this Agreement. Generally, it is your state of residence.

This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

## 13. Attorney Fees

☞ In the event of a lawsuit or proceeding involving this Agreement, the losing party agrees to pay the winning party his or her costs and expenses, including reasonable attorneys' fees.

If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

## Understood, Agreed & Accepted

Executed as of the Effective Date above.

**Customer**

**[Company]**

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[Name of corporation]

---

[Owner/Founder]

---

[Typed name and title]



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[Address and telephone number]

# Exhibit A

## Equipment List

🔊 List the equipment covered under this Agreement below.

- 1) Xxx
- 2) xxx

