**Equipment Maintenance Agreement**

THIS AGREEMENT, entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between RESELLER (hereinafter referred to as 'RS'), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as 'CLIENT').

WHEREAS, CLIENT is desirous of securing the services of RS to maintain certain equipment and RS is desirous of providing such maintenance services.

NOW THEREFORE, for and in consideration of the mutual promises of the parties contained herein, and other good and valuable consideration, it is agreed as follows:

1. TERM: This Agreement is effective from the commencement date and shall continue for an initial minimum term of one (1) year. Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms unless terminated sooner by either party on no less than thirty (30) days' prior written notice to the other party. The prices, terms and conditions for such successive term(s) shall be those in effect at the time of renewal. All Agreements shall be billed for one year in advance.

2. HOURS: Maintenance for the specified equipment shall be provided between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, holidays excepted. Maintenance shall begin as soon as reasonable after the equipment has been delivered to service location as specified below, excluding holidays and week-ends. Overtime charges at RS' then current rate shall apply and be invoiced for work performed outside the above specified hours.

3. SERVICE LOCATION: Maintenance services shall be performed at the service location specified as follows, and at no other:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_\_\_\_\_

The equipment shall be delivered to service location in its original packaging. CLIENT shall bear all risk of loss to the equipment while in transit.

4. EQUIPMENT: The maintenance services to be performed under this Agreement shall be performed on the equipment described in the attached schedule.

5. MAINTENANCE: RS agrees to provide the following maintenance services on the equipment:

(a) Preventive maintenance to keep the equipment in good working order as determined by RS.

(b) Unscheduled remedial maintenance.

6. PARTS: Parts shall be furnished by RS as necessary and on an exchange basis. Replacement parts will be new or equivalent to new. Replaced parts will become the property of RS. [NOTE: IF USING USED OR RECYCLED PARTS, MUST DISCLOSE THE FOLLOWING: 'Parts may be new or (used) (recycled). All (used) (recycled) parts shall meet or exceed manufacturer specifications.']

7. LIMITED WARRANTY: RS warrants that the parts and services furnished pursuant to this Agreement will be free from defects in material and workmanship. THIS WARRANTY IS IN LIEU OF ALL CONDITIONS OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall RS be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace the defective part.

8. EXCLUDED SERVICE: This Agreement does not cover service necessitated by vandalism, theft, misuse of the equipment, neglect, acts of third parties, fire, water, casualty, act of God, mob violence, labor disputes, malfunction of affiliated equipment not covered by this Agreement, unauthorized modification of the equipment, electrical failure not caused by the equipment, accidents, or from other causes unrelated to ordinary wear and tear of the equipment. This Agreement is void if service is performed on the equipment by unauthorized individuals, or if attempts are made to modify the equipment or use the equipment in a manner not set out in the instruction manual.

9. IMPROVEMENTS: RS shall give CLIENT notice of the availability of improvements or changes to the equipment. Installation of improvements or changes will be made at the request of CLIENT and will be billed at time and materials rates then in effect.

10. PRICE: The services set out under the terms of this Agreement shall be provided for the following sum: $\_\_\_\_\_\_\_\_\_\_ per: month/year/week payable in advance. RS shall not be obligated to provide the services described herein unless payment in full has been received.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective the date first set out above.

DATED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reseller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_