

MAINTENANCE CONTRACT AGREEMENT

Location: _____ Effective Date: _____

Parties Involved:

Service Provider Name: _____

Service Provider Address: _____

Client Name: _____

Client Address: _____

Scope of Services:

The Service Provider agrees to perform maintenance, repair, inspection, and related services to the Client's property as described in attached schedules and work orders. These services shall be performed in a professional, timely, and workmanlike manner in accordance with industry standards and applicable laws.

Term and Termination:

This Agreement shall commence on the Effective Date and continue until terminated by either party with at least thirty (30) days written notice. Termination for cause may occur immediately upon written notice if either party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receipt of notice.

Compensation and Payment:

The Client shall pay the Service Provider the fees set forth in attached schedules or work orders. Invoices shall be due and payable within thirty (30) days of receipt. Late payments shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

Responsibilities of Service Provider:

Service Provider shall maintain all necessary licenses, permits, and insurance coverage required to perform the services. Service Provider shall comply with all applicable laws, regulations, and safety standards. Service Provider shall be responsible for the acts and omissions of its employees and subcontractors.

Responsibilities of Client:

Client shall provide access to the property and all necessary information to allow Service Provider to perform services. Client shall comply with all applicable laws and regulations regarding the property and its use. Client shall notify Service Provider promptly of any issues or damages.

Confidentiality:

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

Indemnification:

Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses arising out of or related to the indemnifying party's breach of this Agreement or negligence.

Limitation of Liability:

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages arising from or related to this Agreement.

Insurance:

Service Provider shall maintain commercial general liability insurance, workers' compensation, and any other insurance required by law or reasonably necessary for the performance of services under this Agreement. Certificates of insurance shall be provided to Client upon request.

Dispute Resolution:

Any disputes arising out of or relating to this Agreement shall first be subject to good faith negotiation between the parties. If unresolved, disputes shall be resolved by binding arbitration conducted in accordance with the rules of the American Arbitration Association and held in the state where the Client's property is located.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of law principles. Venue for any legal action shall lie exclusively in the courts located in _____ County, _____.

Force Majeure:

Neither party shall be liable for delays or failure to perform resulting from causes beyond their reasonable control, including but not limited to acts of God, government actions, labor disputes, or natural disasters.

Amendments:

Any modification or amendment to this Agreement shall be in writing and signed by authorized representatives of both parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, such provision shall be severed and the remainder shall continue in full force and effect.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and

supersedes all prior agreements, understandings, and communications, whether written or oral.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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