

EQUIPMENTS MAINTENANCE AGREEMENT

Commencement Date:

Initial Term:

Name of Customer:

Address:

This agreement is made and entered effective as of the date shown above, by and between [AV Dealer] and the customer, whose name and address is set forth above.

1. **Equipment Schedules:** This Agreement covers the equipment listed on the Equipment Schedule. If we or the manufacturer replace equipment that is under warranty with the same model number, the replacement equipment will also be covered. Except for this type of replacement, no new or additional equipment is covered by this agreement unless it is listed on an equipment schedule.
2. **Relationship with warranties:** This Agreement isn't a warranty. Equipment purchased from [AV Dealer] is covered by the manufacturer's warranty. Replacement and repair of defective parts is also covered by the manufacturer's warranty.
3. **Service:** For the fee set forth below, [AV Dealer] will inspect on a regular basis, and maintain in good operating condition, the equipment itemized

on such Equipment Schedule. Inspection and maintenance of equipment will vary by the nature of the equipment, and is set forth on the Equipment Schedule.

4. Fees: The fee for services to be performed under this Agreement are:

5. Terms of Payment: Unless an Equipment Schedule provides otherwise, all Customer Maintenance Agreements are to be prepaid for each maintenance period.

6. Limited/Warranty:

a. We will re-perform any maintenance service that proves defective during the term of this agreement. If we cannot provide any maintenance service due to our fault, we will refund that portion of your fee.

b. Any materials provided during maintenance services are covered by that materials specific warranty. This agreement does not warrant any materials.

c. THE WARRANTY SET FORTH IN 6 (a) CONSTITUTES THE SOLE LIABILITY OF [AV DEALER] AND THE SOLE REMEDY OF THE CUSTOMER FOR DEFECTIVE WORKMANSHIP, WETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER FORM OF ACTION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED HEREFROM.

7. Term: The term of this Agreement shall be for the initial term set forth above starting on the Commencement date. This Agreement shall automatically renew for additional terms of one (1) year each unless either You or We gives notice of cancellation in writing to the other at least thirty (30) days prior to the expiration of the then current term. In the event of any such renewal period, the maintenance fees You will pay during such period shall be as set forth above.

8. Exclusions: Except as otherwise set forth in the Equipment Schedule, the services to be provided for a quarterly service fee do not include:

a. Service required as a result of abuse, misuse, electrical storms, power failures or fluctuations, glass breakage or damage, failure to follow user maintenance and operating instructions, or the failure or results of failure of interconnected equipment not specified on an Equipment Schedule, including, but not limited to, wiring, conduit, or voice or data transmission equipment or facilities;

b. Consumable items including, but not limited to, light bulbs, batteries, video cassettes or.....

c. Services required because of service, inspection, or tampering with equipment by anyone other than [AV Dealer].

d. Requested service outside our normal hours of operation.

If [AV Dealer] determines that the service requested by the Customer is excluded pursuant to the above, and the Customer requests [AV Dealer] to perform such service, the service will be provided under section 10.

9. Parts: Unless an Equipment Schedule indicates that parts are included, You will pay [AV Dealer] then current list price for any replacement parts necessary for the performance of service on equipment.

10. Other Services: You may from time to time request that [AV Dealer] provide other services not included in the service plan for equipment described on a specific Equipment Schedule, or for which no Equipment Schedule has been completed. [AV Dealer] will use reasonable efforts to provide such service at 90% of its then current and standard hourly rates.

11. Termination:

a. The fees listed above are non-refundable, even if you decide to cancel maintenance appointments.

b. If you fail to make any payment in a timely manner, We will give you written notice, and if you still do not pay, for an additional 10 days after that notice, We can terminate this agreement.

12. General:

a. This Agreement and Equipment Schedule(s) constitute the entire agreement between the parties concerning any service provided by [AV Dealer] to the Customer, and no representation, inducement, promises or agreements not embodied herein shall be of any force or effect.

b. This Agreement shall be governed by and interpreted in accordance with the laws of _____, applicable to contract to be performed wholly within such province by resident thereof.

c. CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL PAGES OF THIS AGREEMENT.

[AV Dealer]

(Customer)

EQUIPMENT SCHEDULE:

NOTES: