# Maintenance Agreement

**Purpose:** This Maintenance Agreement outlines the terms and conditions under which ongoing maintenance services will be provided for software, equipment, or property.

## 1. Parties

This Maintenance Agreement ("Agreement") is entered into on {date} ("Effective Date") by and between:

* **Service Provider:** {providerName}, located at {providerAddress}
* **Client:** {clientName}, located at {clientAddress}

## 2. Maintenance Services

The Service Provider agrees to provide the following maintenance services:

{#services}

* {description}

{/services}

## 3. Term

The term of this Agreement will commence on {startDate} and will continue for a period of {duration}, unless terminated earlier in accordance with this Agreement.

## 4. Fees and Payment

The Client agrees to pay the Service Provider a fee of **{feeAmount}***{paymentFrequency}*. All payments shall be made to the following account/details:

* **Bank Name:** {bankName}
* **Account Number:** {accountNumber}
* **Payment Due Date:** {dueDate}

## 5. Response Time and Availability

The Service Provider will respond to maintenance requests within **{responseTime}** and will be available during the following hours:

* **Days:** {availableDays}
* **Hours:** {availableHours}

## 6. Equipment or Property Covered

This Agreement applies to the following equipment or software:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **Serial Number/ID** | **Location** |
| {#items}{itemName} | {itemDescription} | {itemID} | {itemLocation}{/items} |

## 7. Exclusions

The following services or items are **not** included under this Agreement:

{#exclusions}

* {item}

{/exclusions}

## 8. Termination

Either party may terminate this Agreement by providing {terminationNotice} written notice. Upon termination, any outstanding fees shall remain payable.

## 9. Liability

The Service Provider's total liability under this Agreement shall not exceed **{liabilityLimit}**.

## 10. Miscellaneous

* This Agreement is governed by the laws of **{jurisdiction}**.
* Any amendments to this Agreement must be made in writing and signed by both parties.

## 11. Insurance

{#hasInsurance}The Service Provider confirms that appropriate insurance coverage is in place during the term of this Agreement.{/hasInsurance}

{^hasInsurance}The Service Provider does not carry insurance for the services rendered under this Agreement.{/hasInsurance}

## 12. Signatures

|  |  |
| --- | --- |
| **Service Provider** | **Client** |
| Name: {providerRepName} | Name: {clientRepName} |
| Title: {providerTitle} | Title: {clientTitle} |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: {providerSignDate} | Date: {clientSignDate} |