

MONTHLY SERVICE CONTRACT AGREEMENT

Service Location: _____ Contract Number: _____

Parties to the Agreement:

Service Provider (Contractor) Name: _____

Service Provider Address: _____

Service Provider Phone/Email: _____

Client (Customer) Name: _____

Client Address: _____

Client Phone/Email: _____

Scope of Services:

The Service Provider agrees to perform the monthly maintenance, repairs, inspections, and other services as described in the attached Schedule of Services (the “Services”) at the Service Location. Services will be performed in a professional and workmanlike manner in accordance with industry standards.

Term of Agreement:

This Agreement shall commence on the effective date of signing by both Parties and will continue on a month-to-month basis until terminated by either Party as provided herein.

Compensation and Payment Terms:

The Client shall pay the Service Provider a monthly fee as specified in the attached Schedule of Fees. Payment is due on or before the first day of each month. Late payments may incur a penalty as outlined in this Agreement.

Responsibilities of the Service Provider:

Service Provider shall provide all labor, materials, tools, and equipment necessary for the proper performance of the Services. Service Provider shall comply with all applicable laws, regulations, and industry standards.

Responsibilities of the Client:

Client shall provide Service Provider access to the Service Location as necessary to perform the Services, and shall promptly notify Service Provider of any issues affecting the performance of Services.

Termination:

Either Party may terminate this Agreement by providing written notice to the other Party at least thirty (30) days prior to the intended termination date. Upon termination, the Client shall pay for all services performed up to the termination date.

Warranties and Representations:

Service Provider represents and warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Indemnification:

Service Provider shall indemnify, defend, and hold harmless the Client from any claims, damages, liabilities, costs, and expenses arising from Service Provider's negligence or willful misconduct in performing the Services.

Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Confidentiality:

Both Parties agree to keep confidential and not disclose any proprietary or confidential information obtained in connection with this Agreement, except as required by law or with prior written consent.

Dispute Resolution:

Any dispute arising out of or relating to this Agreement shall be resolved first through good faith negotiations between the Parties. If unresolved, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

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 laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Entire Agreement; Amendments:

This Agreement, including all attachments and schedules, constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral. Amendments must be in writing and signed by both Parties.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Waiver:

No delay or failure to exercise any right under this Agreement shall operate as a waiver of such right or any other rights.

SERVICE PROVIDER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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