



## MAINTENANCE SERVICE AGREEMENT

**Client's Name:** \_\_\_\_\_  
**Bill To:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Property:** \_\_\_\_\_  
 \_\_\_\_\_  
**Site Mgr:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

### 1. SCOPE OF SERVICE

CHUTE DOCTOR hereby agrees to service the chute door(s) listed below WHILE ON SITE PERFORMING OUR CLEANING SERVICE. This service includes all labor to repair, adjust or replace the chute intake and discharge doors as needed to insure proper and safe operation as described in the quotation. The service fee does not include the cost of parts needed for repairs, which will be billed at CHUTE DOCTORS current published price. This service requires a Chute Doctor Cleaning Service Agreement be in place. Maintenance services must be performed at the same frequency and duration as the cleaning contract specifies. This contract shall extend for a minimum period of \_\_\_\_\_ (12/24/36) months beginning on \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Number of Chutes:** \_\_\_\_\_ **Intake Doors / Discharge Doors** \_\_\_\_\_

- Minimum** = Service 3 times per year (120 days between cleanings).
- Basic** = Service 4 times per year (90 days between cleanings).
- Healthy Option** = Service 6 times per year (60 days between cleanings)
- Best Option** = Service 12 times per year.

The service fee for the above is \$ \_\_\_\_\_ per trip, due and payable upon receipt of invoice. This first payment is due upon execution of this contract (will be billed if credit card account is established). This offer is open for acceptance for 30 days from \_\_\_\_/\_\_\_\_/\_\_\_\_, unless extended in writing.

Location of Chutes:  
 \_\_\_\_\_

### 2. Chute Doctor Shall:

Service the chute doors and supply the necessary parts and/or replacement doors to maintain safe, legal and proper operation, at the agreed intervals as defined in this agreement. Pursuant to its regular service schedule. The determination of what parts/materials to use is at Chute Doctors discretion. In addition to the regular service schedule Chute Doctor will make necessary service calls to ensure the proper operation of the system if needed & notified of same. All parts installed will be documented as to reason and location.

### 3. ASSURANCE OF SATISFACTION

**Included as part of our commitment to our clients, CHUTE DOCTOR offers the following:**

**At any time during the first month following our 1<sup>st</sup> service, should the client not be satisfied with the service, simply notify Chute Doctor in writing and if we are unable to correct the problem by month end, the client may terminate this agreement by written notice. In the event the client terminates this agreement within the first 30 days the client shall only be responsible for the first service charge.**

**CHUTE DOCTOR MAINTENANCE  
MAINTENANCE SERVICE AGREEMENT**

Please initial  
each below item.

\_\_\_\_\_ **4. Payment:**

The first payment is due upon execution of this agreement (will be billed if credit card account is established) and subsequent payments upon receipt of invoice. Customer agrees to pay for all parts provided at Chute Doctors published pricing. Late payments will be charged 2% per month, 24% per annum. Chute Doctor, at their discretion may terminate this agreement if a payment is overdue and the client shall remain liable for any and all payments due for the full term of this agreement. Should Chute Dr., Inc. in its sole discretion, resort to collection solutions the customer agrees to pay for all company, agency, court cost and attorneys' fees.

\_\_\_\_\_ **5. Obligation of Client:**

The customer agrees to provide Chute Doctor all keys and / or access codes necessary to gain access to the rubbish chute(s) and compactor/collection room(s). Chute Doctor, under it's parent company Buchanan Company, Inc., is fully licensed, insured and bonded and has been servicing the communities needs for rubbish chute service for over 50 years.

\_\_\_\_\_ **6. Indemnification:**

The client shall indemnify and hold harmless Chute Doctor, its parent, affiliates, employees and contractors from and against all claims, damages, loss, costs, injuries and expenses arising out of or relating to the services performed and/or materials furnished under this agreement.

\_\_\_\_\_ **7. Term of Agreement:**

This agreement shall begin on \_\_\_\_/\_\_\_\_/\_\_\_\_ and extend for a minimum period as defined in paragraph 1a above. This agreement shall automatically renew for successive one-year periods thereafter unless either party shall give written notice of termination to the other party (60) sixty or more days prior to the expiration of this agreement or any renewal here of. On renewal, the full service fee shall be adjusted to reflect the Chute Doctor rates and prices in effect at that time.

\_\_\_\_\_ **8. General Provisions**

8.1 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the parties at the address appearing at the top of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

8.2 **Assignment:** Neither this Agreement nor any duties or obligations under this agreement may be assigned by client without the prior consent of Chute Doctor.

8.3 **Agreement and Modifications:** This agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the rendering of services by Chute Doctor to client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

8.4 **Partial Invalidity:** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- 8.5 **Governing Law:** This agreement is entered into in the City of Covina, California and shall be construed and interpreted in accordance with the laws of the state of California. Any action or suit related to this Agreement shall be brought in the county of Los Angeles in the state of California.
- 8.6 **Arbitration:** Any dispute that arises under this Agreement shall be fully and finally resolved by binding arbitration under the auspices and commercial arbitration rules of the American Arbitration Association in Los Angeles, California. The prevailing party in any arbitration shall be entitled to costs, including attorney fees as awarded by the arbitrator.

**AGREEMENT ACCEPTANCE:**

In acceptance of the terms and conditions on the reverse side, this agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_. (Attach board approval if required).

Client's Authorized Signature: \_\_\_\_\_

Client's Phone #: \_\_\_\_\_

Print Name: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

P.O. # (if applicable) \_\_\_\_\_

Site Contact: \_\_\_\_\_

Site Phone #: \_\_\_\_\_

Chute Doctor Authorized Signature: \_\_\_\_\_

Chute Doctor Contact: \_\_\_\_\_