



Maintenance Agreement Summary

This agreement covers units in use at _____. The details of this agreement are as follows:

Equipment Covered: Model(s) _____
Serial # _____

Term – _____ months from the date of equipment delivery at a rate of \$_____ per month.

Hours of Use – _____ per year per vehicle. Overtime to be billed at \$_____ per hour.

Work Covered – We will provide all normal maintenance required (not including maintenance as a result of abuse, overloading, etc.). The scope of our maintenance under this plan would include:

1. Scheduled planned maintenance (lubrication, oil and filters, inspection, adjustments, etc.)
2. Major overhauls (drive axle, steering ale, uprights, etc.)
3. Routine and emergency repairs.
4. Electrical work and related services.
5. Tire Replacement – None in contract. To be provided as needed. Cost will be based on time and material.
6. Replacement Equipment – If unit is out of service for over 24 hours, Rental to be provided (not to replace abuse or neglect situations)
7. The maintenance and daily care (i.e., bulb changing, fuse changing, etc.) of lights not covered.

Maintenance Provisions

1. All repairs will be made Monday through Friday between 7:00 AM and 4:30 PM. Work requested by _____ at other than these times will be billed to _____ based upon the prevailing rate differential between standard and overtime labor rates.
2. All repair costs based on hourly usage of _____ hours per year per unit.

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Southwest Ohio Dayton	Central Ohio Columbus	Southern Ohio Cincinnati	Northwest Ohio Toledo	Central Kentucky Lexington	Western Michigan Grand Rapids	Greater Chicago Elgin
Northern Indiana South Bend	Central Indiana Logansport	Northeast Indiana Fort Wayne	Northwest Indiana Schererville	Middle Tennessee Nashville	Eastern Tennessee Cookeville	Northern Georgia Atlanta



3. KMH shall not incur any liability for KMH's failure to repair or otherwise maintain any disabled equipment caused by wars, fires, strikes or other labor disputes, accidents, Acts of God, governmental regulations or interference, shortages of labor or materials, delays in transportation, non-availability of parts, or other caused beyond KMH's control.
4. Maintenance Agreement Continued: Between _____ & KMH Systems, Inc.
Dated: _____
5. _____ will assume the following obligations to provide proper maintenance of the equipment:
- a. Provide at no charge to KMH, and adequate area on _____ premises to maintain and repair the equipment.
 - b. Require assigned operators to perform daily and weekly inspections of equipment in accordance with the suggested Operators Daily and Weekly Inspection Report, and to require the operators to report work requiring immediate attention. Such information will be reported to KMH immediately.
 - c. Make each unit available promptly for KMH's representative to perform regularly scheduled planned maintenance or other necessary repairs.
 - d. _____ agrees that it will not perform or permit anyone other than KMH or KMH's authorized personnel to perform service, maintenance, or modification to the equipment. _____ agrees that KMH shall have no responsibility for any service, maintenance or modification of the equipment in the event the customer undertakes or permits the equipment to be serviced, maintained, or modified by anyone other than KMH or KMH's authorized personnel.
 - e. Liability: _____ shall indemnify and save KMH (Contractor) harmless from any and all loss, damage, claim or expense arising out of the use, delivery, maintenance or storage of the person or property of any other person and shall notify Contractor immediately of loss or damage to the equipment or claim of damages or injury by any other person.

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- f. To provide at its own expense and cost, competent operators of equipment, all necessary fuel, daily oil, water, and other normal needs required for use of equipment in its daily applications.
- g. To check daily, the oil level in the crankcase and water in the cooling system and to add as required. For battery-powered equipment, the water level in the battery must be checked daily and water added as needed, and battery to be recharged as needed.
- h. To provide at its own cost and expense, complete insurance coverage.
- i. To pay all applicable taxes (personal property excise, sales, use, etc.)
- j. Responsibility for repair cost resulting from negligence.
- k. To exercise reasonable care in the use, maintenance and storage of the equipment (storage to be under cover) to operate the same within its rated capacity, solely in the conduct of customer's business and to cause the equipment to be operated only by the employees of the customer trained in the lift truck operation. Honda Transmission agrees to reimburse the Contractor for any repair, replacement or other expenses resulting from accidents, abuse, negligence, vandalism or Act of God.

KMH Systems, Inc.

Approved By

Approved By

Date

Date

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