



PLANNED MAINTENANCE AGREEMENT PROPOSAL

Agreement With:

	Date	
	Order #	

We agree to inspect the equipment listed below in accordance with the schedule of checks specifically outlined on the planned maintenance schedule at the rate of flat rate per unit for each inspection plus parts.

The first inspection is to be made and approximately every days thereafter.

Trucks will be available for inspection at times mutually agreeable. We agree to furnish reports covering suggested repairs and improvements. Quotation for parts and labor will be furnished.

This planned maintenance inspection does not cover such parts as gears, bearings, differentials, located in areas of the unit not readily accessible or internal defects in steel structures that would not be observed visually. Inspection of these parts can be made on an hourly basis.

This agreement shall be in effect when countersigned on behalf of the servicing representative and shall remain in force until cancelled by thirty (30) days' notice in writing by either party.

All PM's have a \$5.00 misc. Supply fee applied per work order.

Additional work performed outside the pm will be discounted by from the current standard published rate at that time. Today our published rate is \$ **per hour** which means that work performed at this time will be done at per hour until such a time when the published rate changes.

A misc. supply fee which is 7% of all labor will be invoiced on all non-pm work orders.

All service calls have a minimum 1 hour trip charge which is 1 hr. of customer labor. (Shows as labor)

All service calls have a \$25.00 van charge. Not applied to PM's or pm follow up if the repair is approved at time of pm.

MAKE	MODEL	SERIAL NUMBER	CUSTOMER LOCATION	CUSTOMER DEPARTMENT

888-KMH-SYSTEMS www.kmhsystems.com

- | | | | | | | |
|---------------------------------------|--------------------------------------|--|--|--------------------------------------|---|------------------------------------|
| 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 |



Accepted By		Dealer	
Title		Rep	
Date		Approved Mgr. Service Dept.	

Contact Name		Phone #		Email	
Contact Name		Phone #		Email	
Contact Name		Phone #		Email	

KMH SYSTEMS, INC. PERIODIC MAINTENANCE CONTRACT TERMS AND CONDITIONS

AUTHORIZATION: By accepting this Contract, Buyer authorize KMH SYSTEMS, INC. to perform the repair work described on the front of this form, including all service, parts, and miscellaneous materials necessary to complete the described work. Buyer agrees to an express service lien on the unit/vehicle and authorizes KMH SYSTEMS, INC. to retain possession of the unit/vehicle until all amounts due for the bill are paid for in full. Buyer grants permission to KMH SYSTEMS, INC., its employees and representatives to operate the unit/vehicle as necessary for testing and inspection. Buyer will not hold KMH SYSTEMS, INC. responsible for damage to or loss of the unit/vehicle, or articles left in the unit/vehicle in case of fire, theft, accident or other causes beyond KMH SYSTEMS, INC.'s control. Buyer agrees to a minimum storage charge of fifty dollars (\$50.00) per day in the event that Buyer does not pay the bill and pick-up the unit/vehicle within 48 hours after notification of work completion. If it becomes necessary for KMH SYSTEMS, INC. to hire an attorney or incur cost to collect on this bill, Buyer agrees to pay all costs and reasonable attorney's fees arising there from.

INDEMNIFICATION: The Buyer will indemnify and hold KMH SYSTEMS, INC. harmless from and against any loss, expense, damages, or claims whatsoever for property damage or injury to or death of the undersigned, its agents, employees, Buyer's employees or third persons while KMH SYSTEMS, INC. performs service at Buyer's premises and during Buyer's ownership, lease, rent, or control of the equipment unless caused solely by KMH SYSTEMS, INC.'s active negligence.

CONTRACT: Any terms and provisions of Buyer's orders which are inconsistent with the terms and provisions hereof are rejected and will not be binding on KMH SYSTEMS, INC. nor considered applicable to this repair authorization.

- 1) The equipment to be serviced under this contract and the scheduled calls are stated on front of this form.
- 2) KMH SYSTEMS, INC.'s term of payment for open accounts is net 10 days from date of notice. If the account becomes delinquent and past due, this contract may be cancelled without further notice by KMH SYSTEMS, INC.
- 3) BUYER agrees to make machines available for service upon arrival of the KMH SYSTEMS, INC. serviceman at location. An additional labor charge at prevailing rate will be made for any waiting time.
- 4) BUYER agrees to provide a suitable place for KMH SYSTEMS, INC. service personnel to work on machines, unrestricted by space limitations or other interferences.
- 5) All charges for these services shall be at the rate indicated on the front side of this form. This charge includes the grease required, but all additional lubricants, parts, or materials and Hazmat will be billed at prevailing rates.
- 6) Any additional service or repairs will be performed only upon authorization by BUYER or BUYER's representative and billed separately at prevailing rates.
- 7) This Periodic Maintenance Contract may be cancelled by either party upon giving (30) days written notification by mail. Upon cancellation prior to the termination date of original contract, BUYER agrees to pay KMH SYSTEMS, INC. an amount equal to twenty-five percent (25%) of the total amount owing for the remainder of the contract, not as a penalty, but as liquidated damages.
- 8) Delays in providing service shall be excused if caused by acts of God, fires, weather conditions, labor controversies, delays in procurement of parts or supplies, or other causes beyond the control of KMH SYSTEMS, INC., and in no event will consequential damages be allowed.
- 9) BUYER or BUYER's representative agrees to perform the routine daily and weekly inspections and maintenance on the machine in accordance with the manufacture's operation and maintenance manual.
- 10) BUYER agrees to notify KMH SYSTEMS, INC. immediately upon detection of any mechanical problems or failures that might in any way affect the safe performance of the machine. KMH SYSTEMS, INC. assumes no responsibility for detection of or correction of any safety problems on the machine during or after KMH SYSTEMS, INC.'s services. Safety remains the sole responsibility of BUYER or user.
- 11) BUYER agrees to hold KMH SYSTEMS, INC. harmless and defend KMH SYSTEMS, INC. from all claims, damages, injuries and liabilities, including legal fees and costs, arising from BUYER's failure to properly inspect and maintain the machine and/or to notify KMH SYSTEMS, INC. of BUYER's detection of any mechanical problems of failures referred to in condition 10 above.
- 12) ESCALATOR CLAUSE— All rates quoted herein are subject to annual review and will automatically be adjusted up or down based on current labor rates. Any such change will become effective January 1 of each year.
- 13) This Periodic Maintenance Contract automatically renews annually unless cancelled in writing.

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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