

CONTRACT #6: EQUIPMENT MAINTENANCE AGREEMENT

CONTRACT NUMBER: BEM-2025-042

EFFECTIVE DATE: January 1, 2025

SERVICE PROVIDER:

Bakery Equipment Masters
1875 Industrial Blvd.
San Leandro, CA 94577
Tel: (510) 555-4321
Email: service@bakeryequipmentmasters.com

CLIENT:

Sunshine Bakery LLC
567 Main Street
San Francisco, CA 94110
Tel: (415) 555-9876
Email: operations@sunshinebakery.com

This Equipment Maintenance Agreement ("Agreement") is entered into by and between Bakery Equipment Masters ("Provider") and Sunshine Bakery LLC ("Client") for the maintenance and servicing of bakery equipment.

1. COVERED EQUIPMENT

Equipment	Model	Serial Number	Purchase Date
Commercial Mixer	KitchenPro KPM-80	KP8045627	06/15/2023
Convection Oven	BakeRight BR-2200	BR267489	03/22/2024
Proof Box	ProofMaster PM-500	PM521334	06/15/2023
Dough Sheeter	RollRight RR-30	RR30789	11/05/2022
Walk-in Refrigerator	CoolPro CP-800	CP842651	03/22/2024
Deck Oven	StoneOven SO-3T	SO378954	11/05/2022

2. MAINTENANCE SERVICES

2.1 Preventive Maintenance:

- Quarterly inspections and maintenance of all covered equipment
- Scheduled dates: January, April, July, October (15th-30th)
- Services include:
 - Cleaning of critical components
 - Lubrication of moving parts
 - Calibration and adjustment
 - Safety checks
 - Performance testing

2.2 Emergency Repairs:

- Response time: Within 4 hours during business days
- After-hours response: Within 8 hours
- Weekend/Holiday response: Within 12 hours

2.3 Parts Replacement:

- Regular wear parts included in contract
- Major components billed separately (with prior approval)
- 15% discount on all parts not covered by warranty

2.4 Equipment Training:

- Annual staff training session (up to 3 hours)
- Additional training available at \$125/hour

3. SERVICE FEES

3.1 Maintenance Plan Options:

- Standard Plan (Selected): \$575/month
 - Includes quarterly maintenance
 - Emergency repair labor
 - Travel expenses
 - Regular wear parts
- Premium Plan: \$875/month
 - Includes all Standard Plan features
 - Priority emergency response (2 hours)
 - Annual deep cleaning
 - All parts replacement (except major components)

3.2 Additional Charges:

- After-hours emergency calls: \$125/hour surcharge
- Non-covered equipment service: \$150/hour + parts
- Equipment operator error: \$150/hour + parts

4. PAYMENT TERMS

4.1 Monthly Fee:

- \$575.00 due on the 1st of each month
- Late fee: 5% after 5 days
- Suspension of services: After 15 days of non-payment

4.2 Additional Services:

- Billed separately from monthly maintenance fee
- Payment terms: Net 15 days
- Itemized invoice provided for all services

5. TERM AND TERMINATION

5.1 Initial Term:

- 12 months from Effective Date

5.2 Renewal:

- Automatic renewal for successive 12-month periods
- 60-day written notice required to terminate at end of term

5.3 Early Termination:

- 90-day written notice required
- Early termination fee: 3 months of service fees

6. GENERAL PROVISIONS

6.1 Warranty:

Provider warrants all service work for 90 days

6.2 Liability:

Provider's liability limited to cost of services provided

6.3 Insurance:

Provider shall maintain appropriate insurance coverage

6.4 Venue:

Governing law: State of California