



The Clear Choice in Door Automation...

Preventive Maintenance Agreement
For Automatic Door Equipment Located at:

AUTOMATIC DOOR AUTHORITY

Agreement between the Owner and/or Agent-for the Owner, hereafter called the "Owner," and Automatic Door Authority (ADA), as named in the agreement.

1. ADA will perform **two (2) Planned Maintenance (PM) exams annually** to inspect, clean, lubricate and adjust the covered equipment. Further, during one of the PM exams, ADA will perform an inspection on all covered automatic sliding and swinging doors per the guidelines of the American Association of Automatic Door Manufactures (AAADM).
2. All service calls required in addition to the PM exams provided herein will be billable at current rates as outlined in paragraphs 17, 18, and 19. All additional calls will be completed on a scheduled basis in accordance with standard practices.
3. Emergency service calls will be given priority. An emergency service call is one in which the situation meets one of the following conditions: A) The door is unsafe. B) The door cannot be closed and secured and causes a security problem. C) The safety device is inoperative. An additional charge (as stated in Paragraph 2) will be made for service calls outside normal business (7am-3pm Monday thru Friday) to compensate for premium labor costs providing the Owner specifically requests such service be performed.
4. This agreement excludes material and labor, including travel, for automatic door service. **All parts and labor will be discounted five percent (5%) off manufacturer's suggested retail price and current billing rates.**
5. It is the Owner's responsibility to notify ADA if an unsafe condition exists, to disable any door that is operating in an unsafe manner and to provide ADA with twenty-four (24) hours written notice of any accident, alteration or change affecting the equipment. ADA will not be held responsible for any damages, injuries, and liability as a result of the Owner's failure to fulfill its responsibilities. It is the Owner's responsibility to perform the daily safety checklist that was provided by the door manufacturer at the time of purchase.
6. New installed ADA parts are covered (unless otherwise stated) by a one (1) year limited warranty against failure due to substandard material and workmanship, pursuant to which ADA's sole obligation shall be to repair or replace such parts. Rebuilt parts are covered by a ninety (90) day limited warranty. All other parts are covered by the warranty as stated by the manufacturer.
7. This agreement is effective for two (2) years starting upon acceptance and is non-cancelable, except with thirty (30) days written notice for reasons of non-performance. To ensure continuous service, this agreement will be automatically renewed for successive two (2) year periods, unless either party timely serves written notice upon the other party of its intentions to cancel at least ninety (90) days before the end of the initial two (2) year period, or ninety (90) days before the end of subsequent two (2) year renewal period. Notice shall be sent by certified mail, return receipt requested. Time is of the essence.
8. Non-performance. "Non-performance" is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from Owner.
9. The price for the services as stated in this agreement shall be _____ annually, excluding taxes. Billing will be made annually upon acceptance of this agreement, and is payable upon receipt of the invoice. Charges for parts and labor not included in this agreement will be billed on an "as needed" basis. Non-payment by the Purchaser of any

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monies owing under this agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law.

10. Annual price adjustments. We will adjust your price and standard billing rates based on the percentage change in the average rate paid to Automatic Door technicians. This rate consists of hourly rate paid to our technicians plus fringe benefits. No annual increase.
11. Should the Owner's acceptance be in the form of a purchase order or similar document, the provisions, terms, and conditions of this agreement will govern in the event of a conflict.
12. You agree not to perform or permit others to make alterations, additions, adjustments, or repairs or replace any component or part the equipment during the term of this agreement.
13. All payments are due within thirty (30) days of invoice date. Past due invoices will incur a 3% penalty each month it remains late. In the event, legal or other action is instituted by the ADA to collect any money due it under this contract or damages for its breach, it shall be entitled to recover all third-party collection expenses, legal fees and costs incurred by it with interest in conjunction with such action whether a lawsuit is filed or concluded.
14. ADA reserves the right to terminate this agreement at any time by notice in writing should payments not be made in accordance with the terms stated herein.
15. ADA agrees to defend, through council of ADA's choice, and indemnify Owner for claims, damages, or suits for personal injury (including death) or property damage arising out of an accident which occurs during the period that this Agreement is in effect and involving an automatic door covered by the Agreement, but only to the extent that the accident was caused by the negligent act or omission of ADA's workman or employees, or by a defect in materials supplied by ADA and only if no service, maintenance or repair has been performed on the automatic door involved in the accident by the Owner or by any person or company other than ADA. Owner should fully cooperate with ADA in the investigation and defense of any claim or lawsuit to which this indemnity provisions applies. ADA shall not be required to defend or indemnify Owner for any negligence, act, omission, willful misconduct, or other fault of any nature of Owner or Owner's employees or agents. ADA is solely responsible for any claim by ADA's employees in respect to worker's compensation laws and ADA will hold Owner harmless to any claim made by an employee of ADA under worker's compensation laws. ADA will indemnify and save Owner harmless from all liability arising from any claims or suits alleging unfair competition or infringement of any Letters Patent, Trademarks, and Copyrights regarding products or services provided by ADA and ADA shall undertake at ADA's sole cost and expense the handling and defense of any such Patent, Trademark, and Copyright claims or lawsuits.
16. Equipment covered: See Attached Door Log Sheet
17. Equipment added to this agreement will be billed on a pro-rated basis to coincide with the anniversary date of this agreement.
18. Charges during normal business hours for labor and travel not covered under this agreement shall be billed at the current rate.
19. Charges for premium time-labor and travel not covered under this agreement, shall be billed at one and a half (1 ½) times the current rate-with three (3) hour minimum billing. Charges for Sunday and Holidays-labor and travel not covered under this agreement, shall be two (2) times the current rate- with three (3) hour minimum billing.

AUTOMATIC DOOR AUTHORITY

Accepted By:

Automatic Door Authority
5250 Old Orchard Rd #300
Skokie, IL 60077
312-877-1914

Executed by:

Print: _____
Sign: _____
Title: _____
Date: _____

Proposed by:

