



BEDCO MOBILITY INC.

Corporate Service Center
6300 Falls Road – Unit 2
Baltimore, MD 21209
Phone (410) 825-1440 Fax (410) 583-8133

SERVICE AGREEMENT

Date: _____

Policy No: _____

BILLING INFO:

Name _____

Address _____

Phone (____) _____

Fax (____) _____

SITE INFO: (Same as Billing) (Shop-Only)

Name _____

Address _____

Phone (____) _____

Fax (____) _____

We hereby propose to furnish the services described below on the following equipment.

Manufacturer	Model	Serial #	Effective Date	PMI's	Priority	Price
PMI SCHEDULE		SERVICE PRIORITY				
A: Annual – 1 PMI per year		1: Premium – within 1 day				
B: Semi-Annual – 2 PMI per year		2: Standard – within 3 days				
C: Quarterly – 4 PMI per year		3: Basic – within 7 days				
D: Monthly – 12 PMI per year						
				TOTAL		

TERMS & CONDITIONS: BEDCO agrees, for the term of this Agreement, to supply necessary labor and materials to perform Planned Maintenance Inspections (PMI's) upon the specified equipment with PMI schedule, service priority, and site locations as selected above. Services included hereunder consist of routine cleaning, lubrication, adjustments, and safety checks to the scheduled equipment as recommended by the manufacturer. BEDCO also agrees to provide necessary labor only to perform service calls upon the scheduled equipment caused by normal wear and tear. Parts are not included under this Agreement unless covered by the original manufacturer's warranty. Also expressly excluded are the following: a) overtime labor [service calls performed between 4:30 pm - 8 am weekdays and all day Saturday, Sunday, or holidays will be charged at the full overtime rate for labor, and travel expense if applicable, then in effect]; b) charges by 3rd parties [sub-contractors, manufacturers, freight companies, or other material vendors]; c) road service [service calls performed at any site other than the specific site location selected above or "on-site" service if the "shop-only" site location is selected]; d) service outside of regular routine maintenance or normal wear and tear [relocation of equipment, major alterations or modernization of equipment, custom or elective work to equipment, or service required by 3rd parties such as inspectors, insurance companies or government regulations including annual safety tests]; and e) repairs caused by misuse, abuse, vandalism, water or smoke damage, theft, fire, accidents, severe weather or other acts of God, war or terrorism, service performed by anyone who is not an agent or employee of BEDCO or the manufacturer, or failure of customer to regularly inspect the equipment and notify BEDCO of potential service problems. Customer hereby releases and agrees to indemnify and hold harmless BEDCO for any and all property damage or personal injury arising from BEDCO's performance hereunder unless caused by the gross negligence, intentionally malicious actions, or sole negligence of BEDCO. Commercially reasonable effort will be made to provide prompt and efficient service, however BEDCO reserves the right to prioritize its service assignments due to the nature of the work required, location, weather, work load conditions and other factors. In no event will BEDCO be liable for any damages arising from any delay in rendering service including difficulties in securing labor, transportation, or materials. Service priority refers to initial response time during regular business hours only (8 am - 4:30 pm Monday thru Friday). PMI's will also be scheduled based upon customer location along service route during regular business hours only. Customer must allow BEDCO reasonable access to the equipment to perform scheduled PMI's. Customer is responsible for delivery of equipment to BEDCO's corporate service center in Baltimore (or elsewhere if so directed by BEDCO) if the "shop-only" site location is selected. PMI's may be performed during any other service call to scheduled equipment. Customer will be notified if any additional work not covered by this Agreement is required. Any work not covered by this Agreement will be billed at BEDCO's standard rate for labor, and travel expense if applicable, then in effect. Customer hereby agrees to provide BEDCO with proper credit card information if requested and authorizes BEDCO to retain on file such information for future use. Customer expressly conveys upon BEDCO the continuing right to submit any charges for service not covered by this Agreement or the annual renewal premium of this Agreement that may accrue hereunder for payment under such credit card. This Agreement shall commence on the effective date specified above and shall continue in full force and effect for a period of one (1) year. Agreement cannot be cancelled mid-term and no partial refunds will be allowed. This Agreement will automatically renew thereafter on a yearly basis unless: a) cancelled by either party giving written notice thirty [30] days prior to renewal date, or b) customer fails to pay the annual premium within thirty [30] days of invoice date. BEDCO reserves the right to adjust pricing annually providing written notice is given thirty (30) days prior to renewal date.

ACCEPTANCE OF PROPOSAL: Effective as of the date signed by you below, this document will thereafter be treated as a legally binding agreement in which you authorize BEDCO to perform the services set forth above and agree to all the terms and conditions stated within.

Customer Signature _____

Printed Name & Title _____

Date of Acceptance _____