



**FITNESS SYSTEMS**

*"The Fitness Experts!"*

**Jeff Shipman**  
Heartline Fitness Systems  
President HTS  
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19209 Orbit Drive  
Gaithersburg, MD 20879

## PREVENTIVE MAINTENANCE AGREEMENT

This agreement is established between Heartline Fitness and \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2011. Equipment covered under this Agreement is located at the following address: (Please fill in)

**Site Name/Location:**

**Billing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Services Provided

Effective the date of this Agreement Heartline will perform the Preventive Maintenance (PM) of cardiovascular and strength services described herein,  4  times per year through its own work force. Inspections include up to three (3.0) hours of labor. There will be no charge to the customer for equipment under warranty – excluding upholstery and cables.

- a. Test cardiovascular equipment for proper operation
- b. Clean cardiovascular equipment per manufacturer recommendation
- c. Inspect treadmill belts and decks for signs of wear
- d. Remove treadmill motor shrouds and vacuum internally
- e. Lubricate treadmill belts and decks per manufacturer recommendation
- f. Inspect elliptical mechanical parts for signs of wear
- g. Check bike chains, cranks, pedals and straps and replace as required
- h. Machines will be serviced on a rotational basis depending on the quantity of equipment
- i. Inspection and general maintenance of all strength training equipment, including but not limited to: adjusting cables, belts, pulley alignment, tightening bolts and adjusting range of motion cams

### Term, Fee and Payment

The initial term of this agreement shall be paid for a period of one year from the effective date of this Agreement and will automatically renew for additional one year periods unless either party provides written of intent not to renew 60 days prior to the end of each period.

The fee for this service is \_\_\_\_\_ per visit\*

All payment terms shall be Net 30. Any payments past 30 days may result in a credit hold and loss of Net 30 terms.

We accept checks, Visa, MasterCard and American Express. A receipt will be provided if requested.

Service will be paid by:    check        credit card

All payments are to be sent to Heartline Fitness 19209 Orbit Drive, Gaithersburg, MD 20879

\*As a contracted client, a reduced labor charge (\$69.00/hour) will be billed if the inspection should require more than three (3) hours on equipment not under warranty. If a piece of equipment should need repair/service between inspections, the reduced labor charge of \$69.00/hour plus parts will be billed. Each contract contains a \$31 parts allowance. Repair visits will also include a \$65 travel time fee.

**Taxes**

Any and all applicable taxes shall be added to any of the charges specified.

**Insurance**

Heartline will, during the term of this Agreement, maintain at its expense: Comprehensive General Liability Insurance or Commercial General Liability Insurance. Policy limits shall not be less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Assignment**

This Agreement may be transferred to a new owner along with the ownership of the covered equipment, only with the prior written approval of Heartline. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Force Majeure**

Neither party shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.

**Entire Agreement**

This Agreement sets forth the entire Agreement between the parties hereto and supersedes all prior agreements, promises or representations. In no event shall any terms and conditions contained or referenced in any purchase order or other documents submitted by the Customer be of any force or effect.

**Governance**

This Agreement is governed by the laws of the State of Maryland, without regard to principles of conflict of law.

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Authorized Signer: \_\_\_\_\_

Heartline Fitness Systems

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signer: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

**Jeff Shipman**

Fax: \_\_\_\_\_

Heartline Fitness Systems

Email: \_\_\_\_\_

President HTS

Contact for Service: \_\_\_\_\_

Phone: 301-921-0661

Contact for Billing: \_\_\_\_\_

Fax: 301-330-5479

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