

## ***SERVICE AGREEMENT***

This Service Agreement is made effective as of Date of Appt, by and between [Client's Name] ("The Client") of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and Appliance Repair Care of 51 Pleasant Street Malden MA 02148.

**1. TERMS OF SERVICES.** Beginning on February 9, 2015, [The Company/Business] will provide to The Client the following services (collectively, the "Services"): Parts Replacement. The here forth upon executing this Agreements agrees to grant permission for [The Company/Business] to perform services on the Client's application.

**2. PAYMENT.** Payment shall be made to Appliance Repair Care in the amount of \$\_\_\_\_\_.00. The total cost for services starts at \$85.00 for each trip and diagnosis done by Appliance Repair Care; the total cost for the service will be determined once the diagnosis and the service is completed.

In addition to any other right or remedy provided by law, if The Client fails to pay for the Services when due, Appliance Repair Care has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. TERM.** This Contract will terminate automatically after services to client are complete and all payments to Appliance Repair Care have been paid in full.

**4. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**5. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have in default days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**6. ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any MA court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**7. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**8. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**9. AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

**10. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of MA.

**11. PERMISSIONS FOR SERVICE.** Client grants Appliance Repair Care any and all permissions necessary to perform services on client's property and equipment. This includes, but is not limited to, property of physical location where services will be performed (home or business of client) as well as client's physical property of equipment to be serviced (appliance).

**12. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**13. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**14. WAIVER OF LIABILITY.** The Client accepts that there are certain inherent risks associated with the above described service and here forth assumes all responsibilities. The Client agrees to indemnify and defend Appliance Repair Care against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from services performed.

**15. ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

**16. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. For The Client, and Appliance Repair Care, effective as of the date first above written.

Service Recipient:  
[Client's Name]

By: \_\_\_\_\_

Service Provider:

Appliance Repair Care, 51 Pleasant Street Malden MA 02148  
By: \_\_\_\_\_