

FAX COVER SHEET

TO	James
COMPANY	Burke Community Management Group
FAX NUMBER	17033305254
FROM	ROBERT DECKER
DATE	2014-05-09 13:24:07 GMT
RE	Westbriar Plaza PM Contract

COVER MESSAGE

Attached is the executed copy. Our Service Coordinator will call to set up the service 6/1/14.



RMS FITNESS EQUIPMENT SERVICES ROUTINE MAINTENANCE SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between RMS Fitness Equipment Services. (hereinafter called "RMS Fitness") and Westbriar Plaza, (hereinafter called "Customer") to provide your fitness facility located at 2662 Manhattan Place Vienna, VA. 22180 (hereinafter called "Facility") with a regular servicing schedule for the purpose of routine maintenance, troubleshooting future problems, and as a provision for making necessary repairs. It will help extend product life span, help to decrease product "down-time", and provide your Facility with well-tuned equipment.

1. SCOPE OF WORK

Except as otherwise expressly provided elsewhere in this Agreement, RMS Fitness shall supply all normal and customary goods and services for the following work: Fitness Equipment Routine Maintenance (hereinafter referred to as "Work"), said Work being performed on equipment more particularly described in the attached Attachment A. Amendments to Attachment A shall be agreed upon by both parties with thirty (30) days written notice to the addresses provided for notice. The Work shall be performed in, on, or at the Facility including the general environs of the Facility buildings.

2. TERM

5-31-15
OCT

The term of this Agreement shall be for a period of one (1) year commencing on ~~To Be Determined~~ and ending To Be Determined. Either party may terminate this Agreement for any reason by giving the other party thirty (30) days prior written notice to the addresses provided for notice. RMS Fitness may terminate this contract at its sole discretion for non-payment of any invoice over thirty (30) days past due. RMS Fitness shall not re-instate the contract terms, in its sole discretion, until the amounts due it are paid in full.

6-1-14 CMT

3. CHARGES

The Customer agrees to pay for one (1) visit every six (6) months at a rate of Two Hundred Five Dollars and zero cents (\$205.00) per visit for Work performed. (\$410.00 Per/Yr.)

4. SERVICE HOURS

Service will normally be available for a period of eight consecutive hours between the hours of 8:00 A.M. to 6:00 P.M on regular working days, excluding weekends and holidays (hereinafter referred to as "normal service hours").

5. REPAIR SERVICE

- a. When service is required because of a malfunction in the operation or use of designated equipment, the Customer shall notify RMS Fitness during normal service hours. If it is determined that the equipment must be repaired, RMS Fitness will respond using its best efforts to repair, in accordance with the terms of this Agreement, the malfunctioning unit as rapidly as possible.
- b. The labor for repairs shall be billed at a rate of \$80.00 per hour. There is a minimum charge of \$140.00, which includes one (1) hour of labor and a service call charge.
- c. If the repair can be made concurrently with Routine Maintenance Service, labor shall be billed at a rate of \$40.00 per half hour beginning from the time the technician completes the routine maintenance responsibilities.
- d. Parts and supplies shall be charged to the Customer.



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6. PAYMENTS

- a. Customer shall pay RMS Fitness within thirty (30) calendar days after receipt of the RMS Fitness invoice.
- b. A finance charge of 10% A.P.R. will be charged each month on all amounts past due.
- c. In the event Customer's account is placed for collection or suit instituted to collect some or any portion thereof, Customer agrees and promises to pay all costs, including reasonable attorney's fees, incurred by RMS Fitness in collecting the balance then due and owing.

7. ELIGIBILITY FOR SERVICE COVERAGE

Prior to the commencement of this Agreement, all designated equipment may be subject to inspection. If services are required to place the equipment in good operating condition suitable for coverage under this Agreement and the cost thereof has been agreed upon in writing, the Customer agrees to pay for all labor and materials.

8. LIABILITY AND INDEMNIFICATION

- a. Customer acknowledges that this is a service agreement only. Under this agreement, RMS Fitness does not warrant the quality, operation or performance of the fitness equipment initially purchased by Customer.
- b. Customer and RMS Fitness agree that the liability of RMS Fitness and its agents arising out of, or related to, any service performed under this agreement shall be limited to the actual damages resulting naturally and directly from any deficiency in such service, but in no event shall the liability of RMS Fitness exceed a total of Five Hundred and No/100 Dollars (\$500.00) for all alleged deficiencies in service of any or all fitness equipment at the Facility.
- c. Customer hereby agrees to indemnify and hold RMS Fitness and its agents harmless from any and all claims, loss, liability or expense, including reasonable attorney's fees arising out of, or relating to, the condition or use of the fitness equipment at the Facility.
- d. It is understood and agreed that the only warranties applicable with respect to any part or accessory provided hereunder is the manufacturer's original warranty, and RMS Fitness makes no warranty, expressed or implied, with respect to any part or accessory provided hereunder, including, without limitations, warranty as to merchantability fitness for a particular purpose.

9. COMPLIANCE WITH LAW

RMS Fitness warrants that

- a. It is properly licensed to conduct business in the jurisdiction involved.
- b. It maintains adequate liability insurance and Worker's Compensation insurance.

10. FORCE MAJEURE

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages if, and to the extent, such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of the party affected and which said party is unable to prevent or provide by the exercise of reasonable diligence including, but not limited to: acts of God or the public enemy; expropriation or confiscation of Facility; changes in applicable law; war, rebellion, sabotage or riots, floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; strikes or any other concerted acts of work; other similar occurrences.

11. NOTICES

All notices given pursuant to this Agreement shall be in writing, and shall be deemed given when mailed; postage prepaid, by registered or certified mail. Notices deposited in the mail in accordance with the provisions hereof shall be effective unless



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otherwise stated in such notice or in this Agreement from and after the third day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties hereto shall be sent to or made at the following addresses.

If to Customer:

Tel: _____

Attr: _____

If to RMS Fitness:

RMS Fitness Equipment Services

4304 East Joppa Road

Baltimore, MD. 21236

Tel: 410.529.5170

Attr: Lena Decker

Date: 4-30-14

By:

Duly Authorized Representative

Crystal Terrant

Print Name

RMS FITNESS

Date: 5/9/14

RMS Fitness Equipment Services

By: Emily Vynos - Assistant Ops. Mgr

Duly Authorized Representative

Lena Decker Emily Vynos