



**a-v SERVICES, INC.**

*Excellence Is Our Standard*

## **Service & Maintenance Agreement**

**CARE+**

BY: a-v SERVICES, INC.

**A-V Services Care+ Optional Extended Service and Maintenance Agreement - Every new A-V Services system includes a 1-year warranty. A discounted investment in A-V Services Care+ when purchasing your system provides two additional years of maintenance and assistance ideal for keeping your equipment performing reliably. All maintenance and service are done by A-V Services trained technicians.**

## Maintenance and Service Agreement

Thank you, we appreciate your business. A-V Services Inc., at the request of “Client Name”, has prepared this document. It proposes a Care + maintenance contract and a service agreement for the servicing, purchase and repair of all AV, signage, wayfinding, and video conferencing equipment.

### Location/Floor/Room AREAS OF COVERAGE:

#### Introduction to A-V Services Service Department and contact information:

- Service Department location: 99 Fairfield Rd, Fairfield NJ 07004
- Phone: 973-575-5222
- Email: [service@avservices.net](mailto:service@avservices.net)
- Client link to Portal: <https://jira.avservices.net/servicedesk/customer/portal/2>

This online dedicated portal will allow you to access your own portal to make a service request. Our client portal is verified through an email verification system. Please notify the service department @ [service@avservices.net](mailto:service@avservices.net) to update your user profile.

#### I. Technical Services Hours

- A. Phone and email support are included during our standard business hours, Monday to Friday 8:30am to 7:00pm Eastern Standard Time. System warranties are covered under normal business hours only. Responses to requests are processed within 8 hours of receiving. Locations outside of our region require 48 hrs. to secure and schedule resources for the raised requests.
- B. Any support work done outside standard business hours will have a labor rate of 1.5X and will be at these rates. Prior approval for overtime will be required. All service charges are provided on a time and material (T&M) basis.
- C. In the event of an *Emergency*, we will make every effort to respond to the site request within four (4) hours. If unsuccessful, response to requests for emergency services are guaranteed from 4 hours to 24 hours. **Emergency services shall be identified as those services required with less than 24hr notice for VIP spaces or/and VIP events only, due to the failure of a system or piece of equipment or in preparation for an VIP meeting or event of high visibility.**

## II. Scope of Work

A. A-V Services will be responsible for maintaining and troubleshooting any of the following systems in the above-mentioned areas of coverage including:

1. Wireless and Wired Control Systems
2. Video Projectors
3. Audio/Video Conferencing Systems, Speaker Systems
4. Microphones/Audio Mixing Systems
5. Televisions, Monitors and Displays
6. Audio/Video Routing Switchers
7. Video Walls and Video Matrix
8. Control Systems
9. AV Fiber Equipment and Terminations
10. Video Conference Camera
11. Videowalls
12. Signage

B. The following subsystems are excluded:

1. Lighting Systems/ Dimming Systems
2. Computers/Networks Connected to Video Interfaces
3. Telephone Interfaces/ISDN LINES/Connections to Audiovisual Equipment
4. 110 VAC Power Sources to Audiovisual Equipment
5. CATV/SAT/DSS – Feeds
6. Data Networks
7. A condition known as “Burn in” on a display or video wall is not covered under manufacturers or extended warranties. Replacement costs will be quoted.

## III. Inspection and Preventative Maintenance

1. A complete preventative maintenance schedule shall be established in advance depending on the extent and complexity of the room/s and systems. Any Preventive Maintenance services will be performed during our normal business hours of 9:00 AM-5:00 PM, Monday- Friday. Overtime and weekend work will require pre-authorization.
2. Preventative maintenance includes
  - a. Cleaning AV equipment and AV racks
  - b. Inspect and test all input plates
  - c. Check and record lamp hours of projectors
  - d. Adjust all audio levels of input sources, incoming and outgoing calls
  - e. Check and update control and audio systems

- f. Test and adjust all audio video systems, and devices
- g. Repair and/or replace any visibly broken cables external to the system. (Known as external source input cables)
- h. Provide preventative maintenance service report

#### IV. Repairs

- A. Any identified mechanical and board level repairs will be submitted to the manufacturer when necessary. Any broken unit will be repaired and reinstalled during our normal business hours, 9:00 AM - 5:00 PM Monday-Friday Eastern Standard Time, overtime and weekend work will require pre-authorization.
- B. We will provide a repair quote for equipment that is not covered under its manufacturer's warranties. All Repair services shall be invoiced upon the completion of each repair. Required parts will be invoiced at the industry standard rates.

#### V. Additional Services

Should the client require additional services not covered under this contract a request shall be made in writing to the client, A-V Services Inc will submit a cost proposal for such services, and such service will be billed at the agreed rates. Services may include but are not limited to:

- System operation demonstrations
- Providing technical standby support for meetings
- Modifications to existing systems.
- Room and equipment training.
- Event Setup and Support

#### VI. Terms and Conditions

- A. This Agreement shall commence upon the receipt of a purchase order.  
**Renewal will commence once the drawdown of the existing PO reaches zero (0). Invoices issued between this time will be held for 30 days until renewal PO is in place.**
- B. A-V Services Inc. will bill the client for the full value of this contract up front. Service hours will be deducted from the value on account for service labor only and a statement of account will be emailed to the client contact as receipt of service. Additionally, accessing your client portal will provide visibility of requests, quotes, and invoices.
- C. Net 30 terms on all invoices
- D. A-V Services Inc. will not inherit any condition that existed prior to the start of this agreement that would not have been obvious at the signing of this agreement unless this agreement is a renewal for continuous services.

- E. A-V Services Inc. will not be responsible for services requested to diagnose the user request, failure or perceived failure, if no mechanical/electrical failure is found or caused by improper operation by the end user, and/or abuse, misuse or negligence is found.
- F. It is the responsibility of our customer to keep a current maintenance contract on ANY of the video conferencing units. This is a separate contract from our service contract. It is specifically for getting key-codes which allow us to upgrade the firmware and to make any improvements that the manufacturer has made since the last install. We as your service maintenance provider recommend this additional contract. For the various plans, please inquire for pricing.
- G. A-V Services Inc. shall maintain in full force and effect during the term of this agreement the following insurance coverage in the following amounts:
1. General Liability Insurance:
    - \$2,000,000/General aggregate
    - \$1,000,000/per occurrence/aggregate
      - Personal Injury Insurance: Included
      - Broad Form Property Damage Insurance: Included
      - Products & Completed Operations: Included
  2. Workers' Compensation Insurance:
  3. Automobile Insurance: \$1,000,000/ Combined Single Limit
  4. Excess Liability: Umbrella Form \$10,000,000

A-V Services Inc. will furnish the client with certificates evidencing this insurance and shall provide renewal certificates of insurance so long as this agreement is valid.

## **VII. Warranty**

### **1. STANDARD WARRANTY**

A-V Services Inc. warrants the AV System furnished to be free from defects or failure in workmanship (i.e., cables, connections, structures) for a period of 365 days from the date of acceptance. Warranty service for such defects will be handled within the SLAs listed in section 1 (Technical Services Hours) from the time of notification by the "Client Name" or their agent. During this period A-V Services Inc. will dispatch a technician to diagnose any technical issues and repair problems. Should the nature of the issue be determined to be an exclusion of the warranty (section 3 below) A-V Services Inc. will come on site for a service call to be billed on an hourly basis with a minimum of 3 hours per call. The hourly rate for a service call will vary by the nature of the issue and may be subject to a trip charge.

### **2. MANUFACTURES WARRANTY**

All outstanding equipment warranties shall be processed according to the manufacturer's Specifications and conditions. Manufacturer's equipment warranties vary in lengths (from 90 Days to one (1) year and up to three (3-5) years). A-V Services Inc. will not charge for all costs involved in uninstalling/reinstalling the equipment for the duration of this contract but should

the system be out of any standard or extended warranty before the expiration of this contact, AV Services Inc. will not be responsible for the cost associated for its repair or replacement.

### 3. WARRANTY LIMITATIONS AND EXCLUSIONS

This Limited Warranty does not extend to any product that has been damaged due to accident, unauthorized modifications, tampering, abuse, misuse, alterations, unusual physical or electrical stress caused by Client, or to any product that has been serviced by any party other than AV Services Inc. or its authorized agents (including Owner's or its agents) or which has been used in any manner other than from ordinary use in the application for which it was intended.

### 4. SHIPMENT OF EQUIPMENT

Should Client receive shipments of equipment from AV Services Inc. vendors or manufactures, Client shall be responsible for inspection of packages and required to refuse all shipments with visible damage. Damaged shipments should be reported immediately to the service dept. to expedite replacements.

## VIII. Contract Pricing

- A. The contract will be initiated with a Blanket Purchase Order (PO) provided by the client in the amount of **[\$0.00]**, which represents **[0] labor hours** (*not including taxes or equipment purchases*) at a blended rate between technician, controls programming, and DSP resources. The number of hours is determined by the actual hours and rates utilized.
- Value can be used for new equipment purchases, repairs, preventative maintenance, and service visits
  - The value of the contract will sit on a blanket purchase order and referenced when billing the above categories of service.
  - The expiration of the agreement is upon reduction of value, not an end date.
- B. Under this contract, all travel expenses during weekdays are included at no charge for NYC Metro Area, or within 60-mile radius of 07004, a travel fee of \$115 is applicable only to weekends and \$150 to holiday calls; anything outside the above range will be total travel time plus round-trip miles.



**A-V Services 2024 Service Rates**

Labor Type	Service Rates	Contract Rates
<b>Straight Time (M-F, 8:30-5:00)</b>		
	(Time & Materials)	(With Discount)
Service Tech	\$199.00	\$179.00
Programmer/DSP	\$237.00	\$209.00
Engineer	\$237	\$209.00
Phone Support	Free (30 min) - \$158.00 1 Hr. min.	Free
Travel Charge DoorToDoor/Round Trip (Per Technician)	\$158 Flat Rate for anything within a 30 mile radius, anything outside of that will be travel time + miles	Free
Call Minimum	4Hrs Min	4Hrs Min
<b>Overtime (M-F) &amp; Weekends</b>		
	1.5X (<8:30am->5pm)	1.5X (<8:30am->5pm)
Service Tech	\$298.00	\$268.00
Programmer/DSP	\$354.00	\$330.00
Engineer	\$354.00	\$330.00
Phone Support	Free (30min) - \$237.00 1 Hr. min.	Free
Travel Charge DoorToDoor/Round Trip (Per Technician)	\$213.00 Flat Rate for anything within a 30 mile radius, anything outside of that will be travel time + miles	Free
Call Minimum	4Hrs Min	4Hrs Min
<b>Holidays</b>		
	2X	2X
Service Tech	\$396.00	\$360.00
Programmer/DSP	\$473.00	\$443.00
Engineer	\$473.00	\$443.00
Phone Support	Free (<30min) - \$284.00 1 Hr. min.	Free
Travel Charge DoorToDoor/Round Trip (Per Technician)	\$284 Flat Rate for anything within a 30 mile radius, anything outside that will be travel time + miles	\$284 Flat Rate for anything within 30 mile radius of 07004, anything outside that will be travel time + miles
Call Minimum	8Hrs Min	4Hrs Min
<b>Fees, SLAs &amp; Policies</b>		
Travel Time(Straight Time)	\$158.00	Free
Pulling Prints & Control Code	\$263 per transaction/request	\$230 per transaction/request
General & Administration	\$105 Local	Waived local/\$105 for Out of State Calls
Emergency Call/Rush Rate	\$289 (Business Hours Only)	Same as Standard Rate
Guaranteed SLA Response Times	Next Technician availability	4-24hrs for Emergency Calls, all others next avail with priority scheduling.
SLA to Client Response(Email/Phone)	8Hrs Min	4Hrs Min

**IX. Miscellaneous**

- A. This Agreement represents the entire understanding of the parties with respect to its subject matter and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral.
- B. Any dispute, controversy or claim arising out of or relating to this Agreement shall be exclusively heard and settled by expedited binding arbitration in "Client Name" offices in New York, administered by the American Arbitration Association ("AAA") or its successor and conducted by a sole arbitrator (who shall be an attorney knowledgeable about the matters that are the subject of this Agreement) in accordance with the AAA's Commercial Arbitration Rules. Further, the costs of such arbitration shall be borne equally by the parties with each party bearing its own attorneys' fees and any costs. Judgment upon the award rendered by the arbitrator shall be final and binding and may be entered and enforced in any court of competent jurisdiction. A-V Services Inc. and "Client Name" agree to the exercise of personal jurisdiction over them by the AAA.
- C. Notwithstanding the Term identified above, "Client Name", in its sole and absolute discretion, may terminate this Agreement, without cause, on written notice to A-V Services Inc. In the event of termination, "Client Name" will pay A-V Services Inc. all amounts due and any outstanding invoices up to the effective date of termination, and A-V Services Inc. shall return to "Client Name" all documents and material related to "Client Name" inn A-V Services Inc.'s custody, possession, or control.
- D. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by A-V Services Inc. or, "Client Name" as the case me be.

Coverage Date Range: \_\_\_\_\_  
Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone#: \_\_\_\_\_

**FOR A-V SERVICES INC**

**FOR "Client Name"**

\_\_\_\_\_  
Client Services Manager

\_\_\_\_\_  
"Client Contact"  
Office Operations