

BUILDING CHAMPIONS FOR OVER 40 YEARS

## PREVENTATIVE MAINTENANCE AGREEMENT

VALUED CUSTOMER,

THIS IS A PREVENTIVE MAINTENANCE PROGRAM DESIGNED TO KEEP YOUR ATHLETIC EQUIPMENT IN TOP WORKING CONDITION. PROMAXIMA SERVICE DEPARTMENT WILL PROVIDE ROUTINE INSPECTIONS ON ALL EQUIPMENT IN YOUR FITNESS CENTER. CONTRACT INCLUDES INSPECTION OF ALL FREE WEIGHTS, SELECTORIZED MACHINES, CABLES AND BENCHES. THIS CONTRACT ALSO INCLUDES ALL CARDIO EQUIPMENT, SUCH AS VACUUMING ELECTRICAL COMPONENTS, WAXING TREADMILL DECKS AND BELTS AND ANY REPAIRS THAT CAN BE COMPLETED WITHOUT PURCHASING ADDITIONAL PARTS. THIS AGREEMENT COVERS THE COST FOR **ONE PREVENTATIVE MAINTENANCE VISIT PER QUARTER PLUS 2 EMERGENCY VISITS**. REGULAR SERVICE CALL RATE WILL BE DISCOUNTED 30% ON VISITS AND LABOR AFTER THAT. WARRANTY REPLACEMENT PARTS FOUND TO BE A MANUFACTURING DEFECT WILL BE ORDERED AT NO COST. PARTS FOUND TO BE OUT OF WARRANTY OR DAMAGED DUE TO MEMBER/ CUSTOMER ABUSE OR LACK OF MAINTENANCE WILL BE QUOTED FOR APPROVAL BEFORE ORDERING FOR REPAIRS. THIS AGREEMENT IS VALID WITHIN A 50 MILE RADIUS OF HOUSTON, TX. ADDITIONAL MILEAGE CHARGES MAY APPLY IF OUTSIDE OUR NORMAL SERVICE AREA.

PLEASE SIGN AND EMAIL TO: [SERVICE@PROMAXIMA.COM](mailto:SERVICE@PROMAXIMA.COM) OR FAX TO (713) 661-3976

**Quarterly Rate:** \$250.00 per quarter or **Annual Rate:** \$1000.00 per Annual - paid per visit.

Company Name: BellaVita at GreenTree HOA (Club BellaVita)

Contact: Nancy Triggs

Phone: 281-464-3150 Fax: 281-464-3630

Address: 1548 N. Riviera Circle City: Pearland State: TX Zip: 77581

Signature/Title: *Nancy E. Triggs* Date: 12-6-12

### Net 30 Term Agreement

*In consideration of extension of terms and/or delivery of merchandise by Promaxima Mfg. Ltd., the applicant agrees, acknowledges and warrants the following: This contract is valid one year from signed date. The above-name purchaser is agreeing and attests financial responsibility, ability and willingness to pay all invoices within 30 days of date of invoice or as otherwise agreed upon. The undersigned also agrees to pay Promaxima Mfg. Ltd., a finance charge calculated at a rate of 18% on any past due balances. A fee of \$50.00 will be charged on all returned checks. In the event of default in the payment of any amount due, the undersigned agrees to pay all outstanding finance charges, reasonable collection costs, including agency, attorney's fees and court costs incurred. Venue for any suit shall be laid in Harris County, Houston Texas. Promaxima reserves the right to adjust the terms of this agreement at any time. Customer agrees to notify Promaxima Mfg. Ltd., promptly in writing of any changes in ownership of the business conducted under the account name and agree to liability for all charges to the business conducted under the account name unless and until Promaxima receive written notice of the change in ownership.*

Signature/Title: *R.H. Heble, President* Date: 12/6/12

*Elysha Woods, TREASURER*