



South East Area Transit

MEMORANDUM OF UNDERSTANDING

**South East Area Transit
And**

This Memorandum of Understanding between the South East Area Transit (SEAT) and _____ outlines the rules and responsibilities of the two parties in their united effort to provide consistent maintenance to _____ vehicles; increase vehicle longevity by adherence to an approved preventive maintenance program; and to decrease the cost to both agencies by the ability to purchase parts and supplies in quantity.

- I. This agreement is effective until either party terminates this agreement by giving thirty (30) days written notice to the other party. The agreement may also be amended depending on circumstances, which may evolve.
- II. SEAT agrees to provide routine maintenance service on vehicles owned and operated by _____. This service will be based on telephoned or written requests made by:

(Authorized Agent)

III. The terms of this agreement are as follows:

Hourly Rate for Service Work	\$55.00
Parts, Material, Supplies	SEAT's costs plus 8% mark-up for overhead. SEAT will purchase necessary supplies, material and parts.
Road Calls	1 hour minimum per road call.
Vehicle Towing	Responsibility of the entity.

Only work authorized by the _____ will be performed. Authorized agent(s) of the agency will be contacted if diagnostics determine major need.

Howard Stewart
Transit Director, SEAT

Date: _____

Date: _____

General Terms and Conditions

1. South East Area Transit's sole obligation under this agreement shall be to provide the services set forth herein. All prices are F.O.B. job site. Labor associated with quote reflects normal standard working hours.
2. South East Area Transit shall not be responsible for any costs in repairing property damage caused by abuse, accident, theft, acts of a third-person, negligent acts of Customer, acts of God or nature, alteration of equipment, and operation of the equipment not in conformance with the manufacturer's recommendations. South East Area Transit shall not be responsible for property damage or other loss that is the result of normal wear and tear or the result or testing of the equipment serviced hereunder. South East Area Transit shall not be responsible for the failure to render the service due to causes beyond its control, including without limitation labor strikes, labor disputes, and acts of God.
3. South east Area Transit EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and does not assume or authorize any person to assume for it any ability in connection with the sale.
4. South East Area Transit MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT SERVICED HEREUNDER, ITS CONDITION OR ITS FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES OR GUARANTEES AS TO THE AVAILABILITY OF OR LOSS OF THE USE OF EQUIPMENT SERVICED UNDER THIS AGREEMENT. SOUTH EAST AREA TRANSIT IS NOT LIABLE FOR LOSS OF USE, DOWN-TIME, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE OR PROFITS, HOWEVER ARISING.
5. Customer shall indemnify and hold South East Area Transit harmless for any liabilities, losses, or damages (including the costs of litigation and attorney's fees) arising out of any action or claim brought by any individual or entity against South East Area Transit relating to any service performed by South East Area Transit for Customer or relating to any vehicle belonging to Customer that was serviced by South East Area Transit.
6. This Agreement contains the entire agreement between the Parties and supersedes all previous communications between the Parties. The terms of this Agreement are contractual and not a mere recital. No modification shall be binding on any of the Parties hereto unless it has been agreed to by all the Parties in writing, signed by them and identified as an amendment to this Agreement.
7. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision of this Agreement.

CUSTOMER NAME: _____

NAME: _____

TITLE: _____

DATE: _____