Facilities Maintenance Agreement

1. Parties and Term

This Agreement FM-2027-01 is between Morrow Facilities LLC (Provider) and Bracken Works LLC (Customer). The Effective Date is January 15, 2027. The service location is the Customer's workshop at 18 Fen Lane. The initial term ends on January 14, 2028. The Agreement does not renew automatically. Renewal means extending the Agreement for another term and is possible only by a further signed agreement.

2. Definitions

Services means the scheduled inspection described in Section 4.1 and the reporting described in Section 4.2. Equipment means the ventilation fans, extraction ducts, and circulation pumps listed in Schedule A. A Defect Notice is a written message from the Customer identifying an incomplete or defective inspection or report. A notice is a formal communication under this Agreement, rather than an informal conversation at the workshop.

2.1 Time and Delivery

All periods stated in days mean calendar days, including weekends and public holidays. For a period counted after an event, the day of the event is excluded. A monthly anniversary is the same day of the month as the Effective Date. A quarterly anniversary is that day every three months. Email notices are received on the date of delivery to the recipient's designated mailbox. The Provider's mailbox is service@morrow.example and the Customer's mailbox is office@bracken.example.

3. Mobilization

The initial equipment register is attached as Schedule A and identifies the equipment included in the monthly fee. Parts replacement, emergency callouts, and structural repairs are outside the Services and require a separate quotation accepted by the Customer.

3.1 Baseline Plan

The Provider shall deliver the baseline maintenance plan to the Customer by January 22, 2027.

3.2 Initial Access

The Customer shall provide two workshop access keys to the Provider by January 20, 2027.

Services and Charges

4. Service Scope

The service is a scheduled inspection of the Equipment during workshop opening hours. An inspection includes a visual check for leaks, damaged guards, and unusual vibration. It does not include opening sealed electrical components or changing the design of any machine. The service location contains one workshop and an adjacent plant room.

4.1 Scheduled Inspection

The Provider shall complete an inspection of the Equipment on every monthly anniversary of the Effective Date, starting one month after the Effective Date and continuing during the term.

4.2 Monthly Report

The Provider shall deliver an inspection report to the Customer on every monthly anniversary of the Effective Date, starting one month after the Effective Date and continuing during the term. The report covers the inspection due on that date and lists any defects observed.

4.3 Workshop Hazards

The Provider shall promptly notify the Customer of any unsafe workshop condition it discovers. This paragraph does not set a number of hours or days for that notification.

5. Fees

The monthly service fee is USD 600 and includes the inspection and report in Section 4. It excludes replacement parts and separately agreed work. No additional charge arises solely because an inspection date falls on a weekend or public holiday.

5.1 Payment

The Customer shall pay the Provider USD 600 on every monthly anniversary of the Effective Date, starting one month after the Effective Date and continuing during the term.

5.2 Separate Work

The Customer may request a quotation for work outside the Services. A quotation alone does not change this Agreement, the equipment register, or the monthly fee. Neither party is committed to additional work until a separate quotation is accepted.

Defects, Termination, and Signatures

6. Service Defects

A missing inspection or an incomplete report is a service defect for the purposes of this Agreement. Normal wear of the Equipment is not itself a service defect. A Defect Notice identifies the affected inspection or report and describes the missing work.

6.1 Correcting a Defect

The Provider shall correct the service defect within 10 days after receiving a Defect Notice from the Customer. This is the cure period, the time allowed to put the service defect right.

6.2 Unresolved Defects

If the service defect remains uncorrected after the cure period, the Customer may terminate the Agreement by written notice to the Provider. Termination takes effect on receipt of that notice. This right does not require the Customer to terminate the Agreement.

7. Ending the Service

The Agreement ends at the end of its term unless it is terminated earlier under Section 6.2. The key-return requirement in Section 7.1 applies after either form of ending. Ending the Agreement does not remove a payment that was already due.

7.1 Return of Access Keys

The Provider shall return all workshop access keys to the Customer within five days after the Agreement ends.

8. Agreement Documents

Schedule A is part of this Agreement. Section numbers identify clauses and do not rank them by importance. This Agreement records the service scope agreed on the signing date. A change to its terms is effective only if recorded in a written agreement signed by both parties.

9. Signatures

The representatives below sign for their respective companies. The signing date is separate from the Effective Date in Section 1.

Morrow Facilities LLC

/s/ Lena Vale
Lena Vale, Managing Member
Signed January 8, 2027

Bracken Works LLC

/s/ Owen Firth
Owen Firth, Managing Member
Signed January 8, 2027

Schedule A | Equipment Register

A.1 Included Equipment

The equipment register contains six ventilation fans, two extraction ducts, and three circulation pumps at the workshop. It includes accessible guards and visible pipe joints associated with those items. Portable tools, lifting equipment, vehicles, and the building structure are outside the register.

A.2 Inspection Reference

The register groups the fans as F1 to F6, ducts as D1 to D2, and pumps as P1 to P3. These identifiers distinguish items in an inspection report. A description of a fault does not authorize additional paid work. Inspection photographs, where included, form part of the report for the date shown on it.

A.3 Register Review

The Customer is responsible for reviewing the equipment register on every quarterly anniversary of the Effective Date, starting three months after the Effective Date and continuing during the term.

A.4 Register Changes

A register review establishes whether the listed equipment still matches the workshop. A review does not itself add equipment to the Services or change the fee. Equipment added under a signed change becomes part of the register on the effective date stated in that change.

A.5 Service Boundaries

The equipment descriptions in this Schedule identify the scope of the inspection. They are not a warranty about the remaining life of a component. The workshop's normal opening hours are 08:00 to 17:00. The inspection location is the workshop and plant room identified in Section 4. The schedule and the main agreement use the same definitions and time-counting rules.