

Computer System Services Contract

Effective Date: ____/____/____

Repair Technician [Legal Name] (AKA, "The Technician")

Of [Legal Entity]

Located at [Address]
[City], [State] [Zip Code]

&

Client [Legal Name](AKA, "The Client")

Located at [Address]
[City], [State] [Zip Code]

Computer System [Make and Model]

The above mentioned parties do hereby agree as follows:

This contract shall become effective on the above stated effective date and it shall continue in effect until ____/____/____ unless it is terminated due to provisions stated in this hereby contract.

For the services to be performed by The Technician, The Client hereby agrees to compensate The Technician. Fees for The Technician's services as described in the above paragraph will be charged in the amount of \$_____. Any additional services that are not listed below will be charged to the client at an hourly rate of \$_____.

In addition to the fees specified above, The Client will also reimburse The Technician for any incidental costs and expenses The Technician may incur while performing services for The Client as stated in this contract. Costs and expenses will be billed to The Client on a monthly basis and will be due and payable within 30 days of the notice receipt.

A payment discount of ____% will be applied if the bill is paid within ____ days.

However, if any invoice is not paid by the due date interest will be added to and payable on all overdue amounts at ____% per year. The Client shall pay all costs involved for collection, including reasonable attorney fees.

If The Client fails to pay for the above mentioned services when they are due, _____ has the right to treat such a failure to pay as a breach of this Contract and may then terminate this Contract and seek legal remedies.

Under the terms and conditions stated in the Contract, The Technician hereby agrees to the following specific computer repair services for The Client:

Additionally, to the above stated repair services. The Technician, using their discretion may also execute additional computer services for The Client if the The Client requests and The Technician agrees with such request. However, if the additional service is not as described in this section it will be billed separately to The Client as stated above.

The repair service that will be performed by The Technician shall maintain the computer system in good operating condition as is determined by the specifications for that computer system and shall maintain a guaranteed up-time for the computer system of 98%. However, The Technician shall be released of any hereby obligation if The Client makes any alterations or modifications to the computer system or attaches devices to it that are not of the original factory design.

The Client shall provide The Technician with full access to the Computer System including enough work space to conduct the required repair services.

The Technician shall work in an efficient and clean manner and also in compliance with any and all statues, laws, rules and regulations that have jurisdiction.

Upon the completion of repairs by The Technician, The Client's property shall be restored to the condition it was in prior to the work performed by The Technician.

The Technician shall be responsible for determining and obtaining the permits that are necessary to carry out the above mentioned Computer Services.

All confidential information that is communicated to and obtained by The Technician from The Client in connection with performing the above mentioned Computer Services shall be held by The Technician in full trust. At no time will The Technician use any confidential information obtained through conducting this service contract either directly or indirectly, for personal benefit or disclose or communicate such information in any manner. This provision shall continue to be effective after the termination of this Computer Services contract.

The Technician is an independent contractor with respect to this Computer Service Contract and is not an employee of The Client and The Client will not provide any fringe benefits, such as health insurance and paid vacation for the benefit of The Client.

This Contract may be terminated by either party submitting a written notice to the other party or may immediately be terminated under the following circumstances. If there is a failure to make a required payment when due, in the event of bankruptcy by either party or the failure to make available or deliver the Computer Services in the time and manner as described in this Contract.

Any notice that is issued under this Contract by either The Client or The Technician may be delivered in writing or by United States postal mail service, registered or certified with the postage prepaid and a return receipt requested. All mailed correspondence shall use the addresses listed above for each party of this contract.

If one or more of the provisions of this Contract are to be found invalid for any reason that shall not affect any other provision of The Contract. The Contract will then exist as if that provision never existed. This Contract hereby supersedes any other prior understanding, written or oral agreement between the parties listed above regarding the subject matter of this Contract. This Contract contains the entire agreement between The Client and The Technician and no oral representations or modifications shall be put into force except by a written amendment that is agreed to by both parties. If any legal action is brought to enforce or interpret this Contract, the prevailing party will be given reasonable attorney's fees by the other party in addition to any additional relief the other party may be entitled to.

Applicable Law

This contract shall be governed by the laws of the State of _____ in _____
County and any applicable Federal Law.

Signature of The Client Date

Signature of The Technician Date