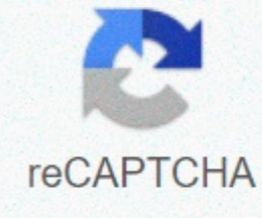




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Computer maintenance contract agreement sample pdf

Introduction:Computers are essential to our lives in this 21st century. We have become so accustomed to having computers that we can hardly seem to function if our computer (smart phone, tablet, etc.) fails to work properly. Most of us store all of our personal information on our computers... and business information sometimes too. Computers have become so common that even our children are tethered to technology. They play games and do homework. It is imperative that we have our computers with us. Enter the service agreement. In the event that something does malfunction with our computer, we want to find a knowledgeable repair person to help us not only prevent loss of information but also to fix any problem(s) we are having!Key Points:Someone with the biggest advertisement is not always the best individual to pick. You can ask for recommendations from friends and family, but always remember to check references.If you are unsure of the information you are being given by the computer repair person, ask that person to explain more clearly. It is up to you to protect your information as much as possible. If someone is reputable, generally they do not mind explaining or "dumbing down" an explanation for those of us who are not well versed in the language of computer technology.If you're setting this computer service agreement up for clients, ensure that you're clearly stating the services provided, costs and payment terms, delivery or pickup information, repair time frames, required replacement part payments covered by you or the client, and whether this is a one time computer service contract or a retainer of services.Contractors and service technicians: Be sure that you specify whether you are able to make changes to computer hardware or software, or both. Whether you can provide additional products like antivirus protection at additional fees.Helpful Information:The contract contemplates an Attachment "A" which can be a document from a company (whether written or typed) which can detail more specifically the work to be done to an individual's computer. This attachment should not only provide the detail for the work being done, but should also provide an estimate of time and expense. You should have a clear outline of the services being provided, by whom, and how.Also expect to provide passwords, passcodes, etc. to the computer repair individual. You should probably write them down for that individual to reference after you have gone. Additionally, it might be helpful to write down the problems/issues you are having with the computer in order for that individual to reference after you have gone.If you have attempted to repair the computer yourself prior to taking it to a professional, clearly and precisely tell the repair individual what you have done. This may help to know where to begin his/her investigation into the computer's system.Signature:A secure method to get an agreement signed is online. Online signatures of the parties are legally binding. This is a convenient way to expedite the process and eliminate stress for both you and the client.You can use ApproveMe.com to ensure you have a legally binding signature.COMPUTER REPAIR AGREEMENTThis Computer Repair Agreement (the "Agreement") is entered into and made effective this ____ day of _____, 20____ (the "Effective Date"), by and between JOHN DOE, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the "Customer") and COMPANY X, a [insert state in which incorporated] corporation [or limited liability company if applicable], with a mailing address of 123 Main Street, Somewhere, State 54321 (the "Company"). The Customer and the Company shall collectively hereinafter be known as the "Parties" or "Party," as applicable.WHEREAS, the Company offers computer repair services and the Customer desires to retain the Company to perform such services in connection with Customer's computer;WHEREAS, this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows: 1. DESCRIPTION OF SERVICES. The Company shall use its professional knowledge and skills to provide computer repair services to the Customer as described in a separate, more detailed work order (which shall be attached hereto as "Attachment A") (the "Services"). It is acknowledged and agreed by both Parties that the computer delivered for Services is at all times considered the property of the Customer.a. Start and End Dates. The Services shall begin when the Customer delivers his computer to the Company for the performance of the Services. The Company shall complete the Services by the date and/or time estimated on Attachment "A." If the Services cannot be completed within the specified time period, the Company shall contact the Customer concerning the delay (including, but not limited to, product unavailability/backordering, etc.), and the Customer shall, in his discretion, elect either to have the Services continue (understanding that a delay will happen) or request that his property be promptly returned. In such case, the Company shall make the Customer's property available upon request.b. Condition. The Company shall return the Customer's property in the same condition (as can reasonably be expected) as when the Customer delivered the computer for Services.2. COMPENSATION. The Customer shall pay the Company a total fee of \$_____ [insert appropriate dollar amount] ("Compensation") for the Services described in this Agreement, including Attachment "A." The Parties agree that the Customer shall pay in full the Compensation due and owing at the time the Services are completed or at the time the Company returns the Customer's property.3. LABOR AND EQUIPMENT WARRANTY. The Parties agree that the only warranty or assurance of the Company's work shall be the warranty that the Company might provide for its labor and any standard warranty on equipment or parts used. The Company should provide such warranty information to the Customer at the time of the property return.4. LICENSE AND INSURANCE. The Company is licensed and approved for doing business in the state, county, and/or city of the Services provided. The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate providing coverage for, among other things, damages caused by the Company to the Customer's property. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible insurance companies qualified to do business, and in good standing, in the state of _____ [insert state of Company] and which have a rating of at least "A-" in the most current A.M. Best's Insurance Guide or such similar rating as may be reasonably expected.5. CONFIDENTIALITY. The Company is being trusted with access to the Customer's property which could contain sensitive personal information. The Company hereby acknowledges and agrees that any such information (including, but not limited to, bills, credit card information, telephone numbers, business papers, appointments, doctors, etc.) seen on the Customer's computer is confidential personal information of the Customer, and possibly third parties, and shall be kept confidential and not disclosed to any other third party or entity without the prior written permission of the Customer, except if such disclosure is required by law.6. NO WAIVER. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.7. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.8. ENTIRE AGREEMENT; AMENDMENTS. This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.9. APPLICABLE LAW. This Agreement shall be construed and governed by the law of the state of [insert state of Company] without regard to principles of conflicts of law. Any court action to enforce this Agreement, or relating to or arising out of this Agreement or the Services by Company, shall be brought in a court of competent jurisdiction in the County of [insert county of Company], state of [insert state in which Company is located]. The prevailing party shall be entitled to collect any reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.10. HEADINGS. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.11. COUNTERPARTS; FACSIMILE AND ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto. IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement."CUSTOMER"JOHN DOE _____ Signature"COMPANY"COMPANY X, LLC _____ Signature of Authorized Company Representative _____ Printed Name of Authorized Company RepresentativeATTACHMENT "A"DESCRIPTION OF SERVICES(to immediately follow)Ultimate ContractTemplate Bundle

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