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IN-HOME COMPUTER SUPPORT AND REPAIR AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Technicians") and <<CustFirst>> <<CustLastName>> ("Customer").

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Technicians hereby agree as follows:

1. Scope of Services.

Technicians shall provide to Customer the repair and consultation services described below (the "Services", "Work Product" or "Repairs").

Description of Repair or Service	Time/Fixed Amount Allotted
<< Insert description here. >>	<<Hours>> hours @ <<HourlyRate>>/hr
<< Insert description here. >>	<<Hours>> hours @ <<HourlyRate>>/hr
<< Insert description here. >>	<<Hours>> hours @ <<HourlyRate>>/hr
<< Insert description here. >>	<<Hours>> hours @ <<HourlyRate>>/hr
<< Insert description here. >>	<<Hours>> hours @ <<HourlyRate>>/hr
<< Insert description here. >>	<<Hours>> hours @ <<HourlyRate>>/hr

1.1 Limitation of Services.

Technicians shall not be responsible for the following:

- 1) Damaged, corrupted or inaccessible data or files, or other damage or

Customer Initials _____ Technicians Initials _____

- liability resultant from or arising out of the repairs or services provided to customer by Technicians.
- 2) Ability or inability to use any hardware or related equipment, network or network resource or connectivity.
 - 3) Ability or inability to use any third-party service or software.
 - 4) Compatibility issues with other software, hardware or related services resultant from work performed by Technicians.
 - 5) Loss of productivity, wages, income or any monetary damage resultant from or the proximate cause of work performed by Technicians.
 - 6) Liaising with any billing and/or accounting on matters related to payment for software, licenses, Services, or other items provided by or acquired for Customer by Technicians.
 - 7) Monitoring of any kind of any operating systems, applications, services or software, upgrades, patches, fixes or any other ongoing maintenance or obligation between the Technicians and Customer.
 - 8) Fixing errors and omissions contained in any third-party resource outside of the direct control of Technicians, unless otherwise specified.

2. Ownership Rights.

Technicians shall have ownership rights to all Technicians' Material. "Technicians' Material" consists of all copyrightable:

- a) Materials that do not constitute Services or Work Product (as defined in Section 1, Scope of Services, Exhibit A – Payment Terms, and in Exhibit B - Specifications).
- b) Materials that are solely owned by Technicians ("Pre-existing works") or licensed to Technicians.
- c) Materials that are incorporated into the Work Product or a part of the Services.
- d) Additional materials shall include, but are not limited to: << Insert

additional materials here. >>

Technicians shall hold all rights, title, and interest in and to Technicians' Material. Customer shall not do anything that may infringe upon or in any way undermine Technicians' rights, title, and interest in Technicians' Material, as described in this paragraph 2. Notwithstanding the above, Technicians hereby grant Customer an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license for the use or for the sublicense of the use of any Technicians' Material employed under this Agreement.

3. Compensation.

For all of Technicians' Services under this Agreement, Customer shall compensate Technicians in cash, pursuant to the terms in Sec. 1 – Scope of Services. In the event Customer fails to make any of the payments referenced in Sec. 1, Technicians have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement (breach), (2) immediately stop all Repairs and Services, (3) bring legal action.

4. Mutual Confidentiality.

Customer and Technicians acknowledge and agree that all information passed directly or indirectly between Technicians and Customer, including, but not limited to, documentation, product specifications, drawings, pictures, photographs, charts, correspondence, supplier lists, financial reports, analyses and other furnished property shall be the exclusive property of the respective owner (the "Owning Party") and will be held in strict confidence. Both parties shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without prior written consent from the Owning Party, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public or has been previously made available by the Owning Party in a public venue. Notwithstanding the above, Technicians are under no obligation or confidentiality when confronted by information of a criminal nature.

Customer Initials _____ Technicians Initials _____

5. Limited Warranty and Limitation on Damages.

Customer waives any warranty, express or implied, for the Services and Repairs performed under this Agreement. Customer acknowledges that Technicians are not responsible for the results obtained by Customer when using any Services or Work Product produced by Technicians. Customer waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Technicians as set forth in Exhibit A attached hereto. No action, regardless of form, arising out of the Services rendered or Work Product, under the Agreement, may be brought by either party more than one year after the cause of action has occurred. In no event shall Technicians be held liable for consequential damages.

6. Independent Contractor.

Technicians are retained as independent contractors. Technicians will be fully responsible for payment of their own income taxes on all compensation earned under this Agreement. Customer will not withhold or pay any income tax, social security tax, or any other payroll taxes on Technicians' behalf. Technicians understand that they will not be entitled to any fringe benefits that Customer provides for Customer's employees generally or

DEMO CONTRACT

This demo contract has been truncated. The complete 5 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/html/legal-contract-templates/computer-systems-hardware-contracts/onsite-home-computer-repair-support-service-long.htm>

Customer Initials _____ Technicians Initials _____

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Customer Initials _____ Technicians Initials _____

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