

Michael Anthony's

MOBILE COMPUTER SERVICES

MAINTENANCE CONTRACT

(hereinafter referred to as the "*Company*")

AND

(hereinafter referred to as the "*Customer*")

THIS MAINTENEMACE CONTRACT dated this _____ day of _____, 20_____.

BACKGROUND:

- The Customer is of the opinion that the Service Provider has the necessary qualifications, experience, and abilities to provide services in connection with the computer servicing needs of the Customer.
- The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1) ENGAGEMENT

- a) The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of PERSONAL COMPUTER and/or NETWORK MAINTANENCE, CLEANING, AND REPAIR SERVICES other services as the Customer & Service Provider may agree upon from time to time (the "Services"), and the Service Provider hereby agrees to provide Services to the Customer.

2) TERM OF AGREEMENT

- a) The term of this Agreement will begin on the date of this Agreement and will continue in full force for the term period as specified above under "THE CUSTOMER" of this Agreement and is subject to earlier termination as otherwise provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.


3) PERFORMANCE

- a) **The Service Provider** agrees to service and repair Customer's business computer[s] at the location[s] at is designated in this Agreement when called upon to do so by the Customer if and when needed.
- b) Service Provider agrees to physically or remotely answer a service call request within four (4) hours of being called for service.

- c) The Service Provider also agrees to perform preventative maintenance services on Customer business workstation[s] and server[s] twelve (12) times per each year of the duration of this Agreement.
- d) The compensation for computer servicing and maintenance is limited to labor charges only. If parts or upgrades are needed to complete repair at any given time—Customer shall have the right to purchase the part[s] or upgrade[s] needed from another source as recommended by Service Provider if desired. The Limit of Liability and warranty of said part[s] or upgrade[s] would be the responsibility of Customer if purchased from an outside source and in no way should be put upon the Service Provider.
- e) Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4) COMPENSATION

- a) For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation as stated under “THE CUSTOMER” section of this Agreement for the contract duration as specified.
- b) Customer shall pay compensation of the service contract as agreed upon the signing of this agreement to Service Provider.

Type of Service Location:	Business (Check Box if Applicable)		Residence (Check Box if Applicable)	
Annual Contract Service Fee:	\$			
Start Date Of Agreement:				
End Date Of Agreement:				
Accepted Methods Of Payment	Cash		Check (Business Only) Check #:	
Other Accepted Methods Of Payment				

5) ADDITIONAL COMPENSATION

- a) The Customer will provide additional compensation as follows: The payment for all computer hardware parts replaced or software that is added. Customer will be invoiced for payment at the conclusion of the service call when performed.

6) ASSIGNMENT

- a) This agreement is a personal one, being entered into in reliance and upon consideration of personal skill and qualifications of the Service Provider. The Service Provider will not voluntarily by operation of law assign or otherwise transfer the obligations incurred

pursuant to the terms of this Agreement without the prior written consent of the Customer.

7) CAPACITY/INDEPENDENT CONTRACTOR

- a) It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

8) MODIFICATION OF AGREEMENT

- a) Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

9) TIME OF ESSENCE

- a) Time will be essence of this Agreement and of every part hereof. No extension variation of this Agreement will operate as a waiver of this provision.

10) ENTIRE AGREEMENT

- a) It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement as expressed in it.

11) SEVERABILITY

- a) In any event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid and unenforceable parts severed from the remainder of this Agreement.

12) TERMINATION OF THIS AGREEMENT

- a) The Customer may terminate this Agreement at any time giving the Service Provider a 90-day written notice.

- b) The obligations of the Service Provider under this Agreement will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

13) GOVERNING LAW

- a) It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of *Virginia* without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF, the parties have duly executed this Service Agreement this
_____ day of _____, 20____:

Customer: _____

Printed Name: _____

Authorized Signature: _____

Date: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____

Fax: _____

Service Provider: Michael Anthony's Mobile Computer Service

Authorized Representative Signature: _____

Date: _____