



Wise I.T. Maintenance Contract

This contract for equipment maintenance services between _____ (hereafter referred to as **Client**) and **Wise I.T.** (hereafter referred to as **Contractor**) is made and entered into on ___/___/20__.

Client owns or has legal control of certain equipment, specified and described in the List of Equipment attached and hereby incorporated into this contract by reference.

Client desires that the Equipment be maintained in good working order. Such maintenance services is to include periodic inspections; routine, scheduled repairs and replacements of parts as needed; and emergency repairs made whenever any of the Equipment breaks down unexpectedly.

Contractor is in the business of providing equipment maintenance services, and hereby undertakes to provide the following maintenance services to Client:

1. Contractor shall be responsible for maintaining workstation (s) for the purposes of this agreement means maintaining the hardware in normal working order. The agreement does not cover maintaining or repairing software nor does cover repair of “server” equipment.
2. Contractor shall be responsible for server equipment at an addition fee of \$95.00 an hour, upon client agreement.
3. Contractor shall respond to any of Client’s requests for emergency repairs within 2 hours of receiving such a request from Client via phone, or other communication method to which the parties may agree.
4. Contractor shall ensure that all services provided under the terms of this contract are performed by persons trained and certified as proficient in the provision of the services provided by an accredited school or manufacturer’s training program.
5. Contractor represents and warrants that all personnel provided by Contractor to do work on Client’s equipment are legally eligible to work in the United States of America; and that Contractor complies with all applicable federal and state wage and employment laws, and with all other applicable laws and regulations pertaining to the services provided to Client.



Definitions of Service

- 1) **Maintenance:** If an engineer is called out under the terms of the agreement and the problem is found to be faulty software - the client is liable for payment of the call out fee and time spent on the job. The Contractor is not responsible in any way for any loss of data or productivity due to equipment failure. The mouse is treated as a consumer able item like floppy disks and is not covered by this agreement.
- 2) **Workshop Service:** Means that the client is responsible in transporting their equipment to and from the workshop for service. Also, the Contractor reserves the right to remove the equipment to its workshop for repair if deemed necessary.
- 3) **On-Site Service:** The Contractor will provide the maintenance at the client's site as agreed by on the terms of the agreement. If the computer equipment is relocated to a new site, the client shall inform the Contractor of the new location. If the location is outside the Service Centre operating boundaries, the Contractor shall have the right to make a mileage surcharge for the call, or charge an additional premium to hire a subcontractor.
- 4) **Misuse of Neglect:** Damage to the device, due to misuse, theft, neglect, accident, tempest, fire, flood, earthquake, or other similar cause is in no circumstance covered by this agreement.
- 5) **Availability of Components:** The Contractor does not accept responsibility for any repair or any delay in carrying out repairs caused by "difficult to source parts" but will always endeavor to respond promptly and effectively,
- 6) **Unauthorized Service:** The Contractor shall be entitled to cancel this agreement forthwith should any adjustment or service attention be carried out, except by an engineer employed or approved by the Contractor.
- 7) **Resulting Damage:** The Contractor will attempt to respond promptly and effectively to calls for service. It will be under no liability for the loss or damage of any description (computer data included) resulting on the Contractor's negligence or failure to act promptly.
- 8) **Serial numbers:** The Contractor shall cease to be further bound if the serial number or other identification marks are removed, **time of Service:** The Contractor will carry out service at the request of the client and only during hours that are reasonably practical. The Contractor does not carry out service on weekends or Public Holidays.
- 9) **Termination of Service Agreement:** The agreement will terminate at 5pm on the day noted on the agreement form. If the agreed agreement is being paid monthly by the client and for some reason the payments stop, the agreement will terminate.



10) Modification or Transfer of Agreement: The terms and conditions of this agreement cannot be altered except by written agreement with the Contractor. Nor is the agreement transferable except with the written consent of the Contractor.

In consideration of services provided by Contractor, the Client agrees as follows:

1. To pay to Contractor the onetime fee of \$_____ **for _____ hours of service.** The client may renew the maintenance agreement at such time. If the client declines to renew the contract any additional service required will be at a cost of \$70.00 @ hour for workstations and \$100.00 @ hour for servers.
2. To pay to Contractor for each repair actually performed by Contractor the price for said repair specified in the List of Repairs attached and hereby incorporated into this contract by reference.
3. To purchase from or provide to Contractor such parts, supplies, and other materials as may be necessary and reasonable in order to maintain the Equipment in good working order. It is understood that the success and satisfactory performance of any maintenance service or repair performed by Contractor depends upon the quality of materials used. Therefore, Client shall be fully responsible for any failure or dissatisfaction arising from any service or repair that is done using materials not purchased from or specified by Contractor.

This contract shall expire on _____, 20__ or when all of the contracted hours have been utilized.

Any dispute or cause of legal action that may arise from either party's performance under this Contract shall be governed by the laws of the State of California and applicable federal law. Any litigation arising from this Contract shall be filed and tried in the Contractor's local jurisdiction.

If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.



Wise I.T.

Southern Orange County Computer Repair & Network Support

Both parties whose signatures appear below hereby warrant that they are fully authorized and entitled to enter into this agreement, and do so agree on the dates written below by affixing their signatures below.

Date _____	Date _____
For Client	For Contractor
Printed Name _____	Printed Name _____
Signature _____	Signature _____
Address	Address
City, ST, ZIP	City, ST, ZIP