

## **COMPUTER SERVICE CONTRACT**

This Computer Service Contract (this "Contract") is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_, Nevada \_\_\_\_\_, and Alan Perry Jr of 141 Fox Lake Ave, Las Vegas, Nevada 89148.

**I. REPAIR SERVICES PROVIDED.** Beginning on \_\_\_\_\_, Alan Perry Jr will provide to \_\_\_\_\_ the following services (collectively, the "Services"):

- Diagnosing PC with various reliable programs
- Cleaning PC afterwards
- Possible virus inoculation and offering advice if any parts or software replacement is needed
- Option to install any program needed or wanted for personal or business use

**II. PAYMENT.** In consideration of the services to be performed by the Service Provider, the Client agrees to compensate the Service Provider for the services rendered as follows: Service Provider's fees for the services specified in Paragraph 2, above, and for any additional services, will be charged at \$50.00 per month.

Any additional services not specified in Paragraph 2, above, will be charged to Client on an hourly rate basis at Service Provider's standard hourly rate of \$0.00 per hour.

If client refers business to provider.. both clients will be offered virtual assistant assignments and website design consulting at 30% off

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 20 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. \_\_\_\_\_ shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if \_\_\_\_\_ fails to pay for the Services when due, Alan Perry Jr has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Payment will be sent to cashapp with Chime or Creditone and can be by gift card Visa or MC

**III. COSTS AND EXPENSES.** In addition to the fees specified above, Client will reimburse Service Provider for any incidental costs and expenses Service Provider incurs in performing services for Client under this Contract, including, but not limited to, secretarial and similar charges, telephone calls, photocopying and related expenses, shipping and mailing charges, document filing fees, other government fees, notary fees, and similar expenses. Costs and expenses will be billed to Client on a monthly basis and will be due and payable within 1 days thereafter.

**IV. TERM.** This Contract may be terminated by either party upon 14 days prior written notice to the other party.

**V. PERFORMANCE OF WORK.** a. Service Provider shall repair or replace modules, subassemblies and components of the Computer System, as required by the Service Recipient or deemed necessary by the Service Provider. If Service Provider elects to replace any module, subassembly, or component, the replacement parts shall be of equal or better quality than those replaced, and title to the replacement modules, subassemblies and components shall vest in the Service Recipient.

**b.** The Repair Service to be performed by Service Provider shall be such as will maintain the Computer System in good operating condition as determined by the specifications for such Computer System and shall maintain a guaranteed Up-time for the Computer System of 97 percent. However, Service Provider shall be released from its obligations hereunder, if the Service Recipient makes alterations or modifications to the Computer System, attaches devices to it not supplied by its original supplier, or performs or attempts to perform repair services on it or any portion thereof during the term hereof.

**c.** During the term hereof, Service Recipient shall provide Service Provider with access to the Computer System and with sufficient work-space required to perform Repair Service.

**d.** Contractor shall work in a workmanlike manner and in compliance with any and all statutes, laws, rules and regulations of any governmental authority or agency having jurisdiction, and to avoid any disruption of the property.

**VI. PRECAUTION.** At all times throughout this period, Service Provider shall take all necessary precautions to see to it that there is no damage done to the property of the Service Recipient.

**VII. COMPLETION OF REPAIRS.** Upon the completion of the repairs by the Service Provider, Service Provider shall see to it that Service Recipient's property is restored to the condition they were in prior to the entry by the Service Provider, and the Service Provider shall see to it that all portions used by the Service Provider during the term of this agreement shall be broom clean and free of debris

**VIII. PERMITS AND APPROVALS.** The Service Provider shall be responsible for determining which permits are necessary and for obtaining the permits. Also the Service Provider shall pay for all state and local permits necessary for performing the specific work.

**IX. LICENSE STATUS NUMBER.** Service Provider shall comply with all state and local licensing and registration requirements for type of activity involved in this repair service.

**X. CONFIDENTIALITY.** Alan Perry Jr, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Alan Perry Jr, or divulge, disclose, or communicate in any manner, any information that is proprietary to \_\_\_\_\_. Alan Perry Jr and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, Alan Perry Jr will return to \_\_\_\_\_ all records, notes, documentation and other items that were used, created, or controlled by Alan Perry Jr during the term of this Contract.

**XI. RELATIONSHIP OF PARTIES.** It is understood by the parties that Service Provider is an independent contractor with respect to this Computer Service Contract, and not an employee of Service Recipient. The Service Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Service Provider.

**XII. WARRANTY.** Alan Perry Jr shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Alan Perry Jr's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Alan Perry Jr on similar projects.

**XIII. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**XIV. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**XV. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**XVI. ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**XVII. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**XVIII. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**XIX. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**XX. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Nevada.

**XXI. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**XXII. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**XXIII. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**XXIV. SIGNATORIES.** This Contract shall be signed by \_\_\_\_\_, on behalf of \_\_\_\_\_ and by Alan Perry Jr, , Owner on behalf of Alan Perry Jr.

**SERVICE PROVIDER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Alan Perry Jr  
Owner

Date: \_\_\_\_\_

**SERVICE RECIPIENT:**

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_