# Computer Maintenance Agreement

This agreement is hereby entered into on [Date here], by [Client name] and [Consultant name] for the purpose of confirming a mutual agreement regarding the terms and conditions of computer maintenance services to be performed during a 6 month period, with the option to renew.

|  |  |  |
| --- | --- | --- |
| **[Client name]**  [Client address – line 1 Client address – line 2 Client address – line 3]  Tel: [Telephone number] |  | **[Consultant name]**  [Consultant address – line 1 Consultant address – line 2 Consultant address – line 3]  Tel: [Telephone number] |

Both parties agree to the following terms:

## Services Performed

The consultant shall perform these services

1. Keep existing computer systems in good repair
2. Upgrade servers when requested by the client
3. Set up and maintain printing equipment
4. Provide client with recommendations for hardware and software
5. Install, uninstall, configure or remove hardware and software as requested by client
6. Install and maintain protective measures against viruses
7. Install and maintain server backup systems
8. Check proper placement and workings of firewalls and routers frequently
9. Install and maintain network cables
10. Offer limited software training to employees

## Payment

1. The client shall pay the consultant $350.00 in advance for 5 hours of on-site labor, followed by $75.00 per hour above the monthly 5 hours.
2. Hours may not accumulate from month to month, and no refund will be given for unused hours.
3. The consultant will provide an invoice upon signing this agreement, which shall be paid by the client within 30 days.
4. Late payments shall be subject to penalty fees in the amount of 2% per month.

## Expenses

The consultant shall be reimbursed by the client for expenses related to the service, including:

1. Travel beyond normal commuting
2. Telephone and fax charges
3. Postage and delivery
4. Printing and reproduction expenses
5. Any other expenses must be approved by the client.
6. The consultant shall submit itemized statements to the client, to be paid within 30 days.

## Termination

1. Each party reserves the right to terminate this agreement provided a written 30 days' notice of termination is submitted to the other party.
2. The consultant shall receive payment for all services performed prior to termination.

## Independent Consultant Status

1. The consultant and its employees are considered independent and are not employees of the client.
2. The consultant may perform services for other clients.
3. The consultant reserves the right to choose the method and means of performing the required services.
4. The consultant is not entitled to receive any company benefits.

## Disputes

1. Should a dispute arise, both parties shall meet with a mutually chosen mediator, with the costs to be shared equally between the parties.
2. Should the dispute fail to reach resolution within 30 days after mediation starts, either party shall have the right to open a lawsuit.

## Liability

1. Neither the client nor consultant shall be liable in the event of profit loss or damages incurred by either party.
2. This agreement is under the jurisdiction of the state of [State name]

The undersigned agree to these terms:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **[Client name]** | | |  | **[Consultant name]** | | |
| Name of Signatory: | |  |  | Name of Signatory: | |  |
| Date |  | |  | Date: |  | |