

MacPCtech.com Client Agreement & Guarantee

MacAnswerPros, Inc. DBA MacPCtech.com ("MacPCtech.com") agrees to render information technology consultations and services including but not limited to: network administration, system administration, troubleshooting, repair, project management, systems optimization, pre-purchase recommendations, workflow automation, installation, color management, security management, database development, and training for computers, related peripherals, networks, and software to _____ ("Client"). MacPCtech.com is an independent agent and does not represent any other person, business, or entity. Client agrees to the following payment terms and guarantee. This document represents the entirety of all agreements between Client and MacPCtech.com. Should any term or portion of this Agreement be found unenforceable or in violation of any statute, that term or portion of the Agreement shall be severed and the remainder of the Agreement shall remain in force.

Billing: Services are billed by invoice. MacPCtech.com will bill Client for all of its services, research, training, consultations and costs. All services are billed on an hourly basis with a one-hour minimum and in quarter-hour increments. Costs, including but not limited to, parts, shipping, other incidental costs, parking and telephone charges will be itemized and included in the billing as separate charges. Charges for such items will be equal to MacPCtech.com's total cost and no more. The minimum time charge will be applied to all scheduled appointments unless client provides at least four (4) business hours notice of cancellation of the appointment. The fee for round trip travel is calculated from MacPCtech.com offices at 50% of the hourly rate. In addition to the hourly rate, an off-hours response fee will be charged, for all scheduled and/or emergency service after Business Hours. Business Hours are defined as Monday through Friday, 9:00 A.M. to 5:00 P.M. Central Time. Legal Holidays are considered non-Business Hours. Residential rates are available at the MacPCtech.com web site.

Payment Terms: Invoices are payable upon receipt. For each thirty (30) days past due, a 5% late fee will be assessed to all unpaid balances. If any legal action is required to enforce Client's payment obligations, Client agrees to pay all costs of collection including expenses, attorney's fees, court costs and related fees.

WARRANTY

Parts: Parts are covered by the manufacturer's warranty and are not the responsibility of MacPCtech.com. Modifications and/or repairs performed by MacPCtech.com are guaranteed for ninety (90) days. If any System Component repaired or modified by MacPCtech.com fails during this period as a result of such repair or modification, MacPCtech.com will repair or replace the System Component free of charge unless the failure is due to the Client's negligence or modification of the system by Client or Client's agent, other than MacPCtech.com. The term "System Component" shall include any cables, devices, connections, and splices that are manufactured specifically for Client's equipment.

Software: All modifications to software are designed to meet Client's specifications at the time services are completed. MacPCtech.com shall not be held liable for the failures of these devices or software or the failure of any other device or software alleged to have been caused by these devices or software. MacPCtech.com shall not be liable for the loss of any data or loss of revenue resulting from loss of data or other system malfunction. In the event of any damage, failure, or software conflict caused solely by work performed by MacPCtech.com, the system and its components will be returned, free of charge, to the condition that it was in immediately prior to said failure or conflict. In the event that any new software, hardware, or any peripheral devices (internal or external) are added to the system subsequent to completion of any work by MacPCtech.com, this guarantee is void.

Consultation: MacPCtech.com guarantees that all services and consultations will meet Client's approval. If Client is not satisfied with a particular service and/or consultation, no charges for that service or consultation will apply so long as Client notifies MacPCtech.com of its dissatisfaction within two (2) business days of the completion of the service or consultation in question. This guarantee does not apply to charges for parts, shipping, other incidental costs, parking and telephone charges.

Disclosure: Any incidental parts used in service to Client are at Client's option. MacPCtech.com does not have any financial interest in the sale of any parts to Client.

LIMITATION OF LIABILITY: EXCEPT AS PROVIDED HEREIN, NEITHER MACPCTECH.COM NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, INDIRECT. SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES HEREUNDER. IN NO EVENT WILL MACPCTECH.COM BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER.

Contact Name _____
Company _____
Phone / Fax _____
Address _____
City, State, Zip _____
Email _____

Client Signature _____ Date _____



3019 Applegate Lane, Glenview, Illinois 60025 (847) 622-7767

Authorized Agent for
MacPCtech.com _____

Date _____