Service Contract

Compute Recoup
12424 Leigh Lane
Maryland Heights, MO 63043
computerecoup@gmail.com | 314.651.2965

Effective
Date: _____

Client Name: _____

Address: _____ email: _____

City: _____ State: _____ ZIP: _____

Technician _____

Compute Recoup and The Client listed above do hereby agree as follows:

This contract shall become effective on the effective date stated above and shall continue in effect until _____ unless terminated due to provisions stated in this contract.

The Client will compensate for the services to be performed by **Compute Recoup** in the amount of $ _____ .
Any additional services that are not listed below will be charged to The Client at an hourly rate of $ _____

In addition to the fees specified above, The Client will reimburse Compute Recoup for any incidental costs and expenses that may be incurred while performing services for The Client as stated in this contract. Cost and expenses will be billed to The Client on a monthly basis and will be due and payable within 30 days of the invoice receipt.

A payment discount of 10% will be applied if the bill is paid within 10 days.

However, if any invoice is not paid by the due date, a $10 late fee will be added to and payable on all overdue amounts. The Client shall pay all cost involved for collection, including reasonable attorney fees.

If The Client fails to pay for the above mentioned services when they are due, Compute Recoup has the right to treat such failure to pay as a breach of this contract and may then terminate this contract and seek appropriate legal remedies.

Under the terms and conditions stated in this contract, Compute Recoup hereby agrees to the following specific services for The Client:

_____

_____

_____

_____

_____ _____
Compute Recoup Technician Signature   Date

_____ _____
Client Signature   Date

Additionally, to the above stated repair services. The Technician, using their discretion, may also execute additional computer services for The Client if the The Client requests and The Technician agrees with such request. However, if the additional service is not as described in this section it will be billed separately to The Client as stated above.

The service to be performed by The Technician shall maintain the computer system in good operating condition as is determined by the specifications for that computer system and shall maintain a reasonable up-time for the computer system. However, Compute Recoup shall be released of any hereby obligation if The Client makes any alterations or modifications to the computer system or attaches devices to it that are not of the original factory design.

The Client shall provide The Technician with full access to the device(s) for which service is requested. The Technician shall work in an efficient and clean manner and also in compliance with any and all statues, laws, rules and regulations that have jurisdiction. The Technician shall be responsible for determining and obtaining the permits that are necessary to carry out the above mentioned services.

All confidential information that is communicated to and obtained by The Technician from The Client in connection with performing the above mentioned services shall be held by The Technician and Compute Recoup in full trust. At no time will The Technician or Compute Recoup use any confidential information obtained through conducting this service contract either directly or indirectly, for personal benefit or disclose or communicate such information in any manner. This provision shall continue to be effective after the termination of this contract.

This contract may be terminated by either party submitting a written notice to the other party or may immediately be terminated under the following circumstances: If there is a failure to make a required payment when due, in the event of bankruptcy by either party or the failure to make available or deliver the services in the time and manner as described in this contract.

Any notice that is issued under this contract by either The Client or Compute Recoup may be delivered in writing, United States Postal Service, registered or certified with the postage prepaid and a return receipt requested. All mailed correspondence shall use the addresses listed above for each party of this contract.

If one or more of the provisions of this Contract are to be found invalid for any reason that shall not affect any other provision of The contract this contract will then exist as if that provision never existed. This contract hereby supersedes any other prior understanding, written or oral agreement between the parties listed above regarding the subject matter of this contract. This contract contains the entire agreement between The Client and Compute Recoup and no oral representations or modifications shall be put into force except by a written amendment that is agreed to by both parties. If any legal action is brought to enforce or interpret this Contract, the prevailing party will be given reasonable attorney's fees by the other party in addition to any additional relief the other party may be entitled to.