

Computer Repair Waiver

Last Updated: April 14, 2011

Estimated Completion Time: The SMC Beak Squad will provide an estimated completion time is not a guaranteed completion time. Neither SMC nor the Beak Squad guarantees that repairs or installation will be completed by the estimated completion time. Please call before you come in to pick up your equipment. Unforeseen circumstances may have an impact on our ability to complete the repair(s) as provided in the estimate.

Hardware Replacement: Any old parts/hardware will be returned to you when you pick up your equipment.

Impact of Upgrades: Please be advised that it is your responsibility to understand the impact of upgrades to the operating system, applications and utility software. Such upgrades can lead to incompatibilities and the possible loss of data. Computer hardware and software work together and incompatibility may not become apparent until a later date. You are responsible for contacting the manufacturer of your software regarding compatibility issues before you request any upgrades. By signing this waiver, you hold SMC and the Beak Squad harmless for, and acknowledge that they are not liable for, incompatibilities or loss of data that result from software installation or upgrades.

Liability: Except as provided in this paragraph, neither Southwestern Michigan College nor the Beak Squad will be liable to you for any loss or damage. SMC's and Beak Squad's liability is limited to the maximum extent permitted by law. By signing this waiver, you acknowledge that SMC and Beak Squad are governmental entities and may therefore be immune from liability for general negligence as a matter of law. To the extent SMC or Beak Squad are found not to be immune from liability and otherwise subject to liability, their liability is limited to the total price of repairs. Be aware that certain repairs, including, without limitation, virus and spyware removal my damage software or data installed on your computer. By signing this waiver, you hold SMC and Beak Squad harmless for, and acknowledge that they are not liable for, such damage.

Loss of Data: Data is the most important part of a computer system because it is often irreplaceable. Due to the process of repair, data may get damaged or at worst, deleted. The SMC Beak Squad is not responsible for the loss of any data which may occur while performing work on your computer. You are responsible for backing up your own data. You may request that the Beak Squad back up your data for you at the stated price; however, we do not guarantee any backup. By signing this waiver, you hold SMC and the Beak Squad harmless, and acknowledge that they are not liable for, lost or damaged data.

Ownership: You must own the computer that you bring in for repair(s). The Repair Shop will return the computer only to its owner when the repair(s) are complete. You must own and demonstrate ownership of any software that is to be installed or re-installed on your computer by the SMC Beak Squad by bringing in the original Software CDs and the appropriate keys and/or serial numbers.

Privacy: Our Technicians will not browse through your hard drive looking at your data; however, they may inadvertently see data during the course of their work. Please remove any personal or private files you do not want others to see. If technicians discover evidence that is either illegal or in violation of SMC's rules, they may contact the appropriate authorities.

Right to Refuse: In its sole discretion, the SMC Beak Squad reserves the right to refuse work for any reason, including, without limitation, work that it believes is beyond the scope of its abilities.

Abandonment: If you do not pick up your equipment within ninety (90) days after we notify you that the requested service is complete, we will treat your equipment as abandoned. You agree to hold the College harmless for any damage or claim for the abandoned property. Any and all charges are still your responsibility.

Scope of Work: The SMC Beak Squad will only perform the work agreed upon when you bring your computer in for repair. You must authorize, in writing, any additional work which may be required.

Warranty: The SMC Beak Squad does not warrant its work. We will demonstrate that the repair is complete at the time you pick up your computer.

MY SIGNATURE BELOW CONFIRMS THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Signature: _____ Date: _____