

BC Services - Service Payment Terms and Release of Liability Form

Client agrees to the following terms for services rendered by BC Services for on site service, remote support and drop off service.

Payment Terms

Client agrees to pay a service fee of \$100.00 for the first hr (one hr min) and \$100.00 for each hr after billed in 30 minute increments. BC Services will come to the client's location and make the service call during normal business hours. **In Shop:** Client agrees to pay the Minimum Estimate charge of \$45.00. Once machine is diagnosed, Client will be contacted to obtain a verbal agreement (based on normal in shop charges) of work to be completed.

Business Client

BC Services does reserve the right to refuse service as well as to change fees and rates at any time without notice. Business Client agrees to pay BC Services for all charges at the time of completion of service. Normal business hours are Monday through Friday 8 AM to 5 PM, excluding holidays. All other hours are considered emergency hours and outside of normal business hours, and are billed at emergency rates.

Release of Liability

CLIENT AGREES TO RELEASE AND HOLD HARMLESS BC SERVICES, ITS AGENTS AND SERVICE REPRESENTATIVES FROM ANY AND ALL LIABILITY ASSOCIATED WITH THE PERFORMANCE OF SERVICE OR THE PROVISION OF PARTS, AND ACKNOWLEDGES THAT BC SERVICES OFFERS NEITHER AN EXPLICIT OR IMPLIED WARRANTY OR GUARANTEE, FOR THE SERVICES PERFORMED OR THE PARTS PROVIDED, OTHER THAN THE MANUFACTURER'S WARRANTY.

FURTHER

1. Client acknowledges that due to the nature of the services being performed, there is a potential risk of damage or loss including, but not limited to, damage to client's office, home, business computer hardware, its cabling, hubs, routers, switches, peripherals, accessories, and furniture, as well as potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media.
 2. Client agrees to release and hold harmless BC Services from all liability for damage or loss as well as any incidental or consequential material or financial damage or loss that may result from the actions of BC Services, its agents or service representatives.
 3. Client grants BC Services, its agents and service representatives, permission to physically access client's home or office property where client's computer system and/or network reside.
 4. Client grants BC Services, its agents and service representatives, access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate client's computer software, applications, data, and data storage media including, but not limited to, the computer operating system, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on client's computer system or network.
 5. Client grants BC Services, its agents and service representatives, access and permission to physically disassemble any and all computer systems, components, networks, cabling, hubs, routers, switches, peripherals, and accessories necessary to perform said services.
 6. Client grants BC Services, its agents and service representatives, permission to perform modification to the client's home or office property for the purpose of installing or troubleshooting computer and/or networking hardware, cabling, hubs, routers, switches or peripherals. Modification may include such practices as drilling, cutting through or disassembling furniture, floors, walls, carpet or trim, laying and removing cabling and devices including affixing cabling and devices to furniture, walls, floors, or trim, using nails, screws, staples, hangers, or plastic ties.
 7. Client grants BC Services, its agents and service representatives, permission to install hardware in client's computer and/or network, including but not limited to, processor chips, memory chips, cooling fans, batteries, hard drives, tape drives, storage devices, modem and communication devices, audio and video cards, network interface cards, hubs, routers, switches, printers, scanners, cables, and any other hardware requested to be installed by client.
 8. Client grants BC Services, its agents and service representatives, permission to download and/or install software on client's computer and/or network, including but not limited to, virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by client. BC Services does not check for licensing compliance for any software provided by client to be installed on their computer systems. It is the responsibility of the client to have proper licensing for any software provided. BC Services reserves the right to refuse to install any software for which proper licensing cannot be demonstrated.
 9. BC Services strongly advises client to safeguard critical data by backing up said data prior to any services performed by BC Services. Unless specifically requested and provided as a paid service by BC Services, client is responsible for any backup, archiving, or protective storage as well as restoration if required, of client's data.
 10. Client also agrees they will not actively solicit work from any of BC Services' contractors or employees for computer related services, without the prior approval of BC Services. This agreement shall remain in force for one year, beginning with the date of client's last completed service with BC Services. This agreement includes all geographic locations where BC Services clients reside.
- BC Services is a provider of billable on-site services and does not offer or provide telephone technical

support. Neither the signing of this agreement nor the performance of services by BC Services implies availability of telephone technical support. This document constitutes the entire agreement between the client and BC Services. No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing.

All new computer hardware sold and installed by BC Services is warranted and supported for free from BC Services for a period of thirty (30) days after the installation date, so long as it has not been tampered with or modified in any way. Should the product fail or require maintenance after that time, the product can be sent in for repair or replacement to the manufacturer as long as there is a remaining manufacturer's warranty on the product. All other services provided by BC Services, including all software support are warranted for a period of seven (7) days. Should the exact same problem arise within this time period, BC Service will repair it for free. This does not include Spyware or Virus issues.

BC Services performs all work carefully and strives to ensure you get quality service in a timely manner. As long as we have been permitted to complete all of the necessary procedures outlined in the "diagnosis" section on the first page of this document, our work will be guaranteed. If within 7 days of your on-site visit should the identical problem arise again, you will receive the additional service required to solve the issue at no charge. Any specialty work performed, including, but not limited to: Over clocking, BIOS flashes, and any modifications to computer hardware will not be guaranteed.

The laws of the Commonwealth of New York shall govern this contract. Any dispute concerning this agreement shall be heard within the Commonwealth of New York. By signing below, client acknowledges that he/she has read and understands, and agrees to the terms of this Payment Terms and Release of Liability Form, which is kept on file at the offices of BC Services in Milton, NY.

Signature _____ Date _____

Name

Street Address

City, State, Zip

Phone Number

E-mail Address

Terms and services agreement must be signed before any work begins.

BC Services
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Milton, NY 12547
845.795.5952