

Service Provider:
Mike's Computer & IT Services
Michael Rogers
PO Box 2674
Burney CA 96013

SERVICE AGREEMENT

I. The Parties. This Service Agreement made _____, 20____, is by and between:

Client: Burney Water District, with a mailing address of 20222 Hudson Street, City of
Burney, State of CA,

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

WHEREAS FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on _____, 20____ and terminate:
(check one)

- **At-Will:** Written notice of at least ____ days' notice.
- **End Date:** On _____, 20____.
- **Other:** _____.

III. The Service. The Service Provider agrees to provide the following: Troubleshooting Computer, Network, Software issues, Repair and or Replacing hardware, IT consulting.

Hereinafter known as the "Service".

Service Provider shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

IV. Payment Amount. The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement:

\$ 75 per service call(1st Hour) \$ 50 per/ Hour + cost of supplies(hardware and peripherals)
Hardware and peripherals must be submitted as an estimate proposal and Client may purchase on their own.

Hereinafter known as the "Payment Amount".

V. Payment Method. The Client shall pay the Payment Amount: (check one)

- When Invoiced

- Daily

- Weekly

- Bi-Weekly

- Monthly

- Other: _____

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

VI. Retainer. The Client is:

- Not required to pay a retainer before the Service Provider is able to commence work. Unless hardware purchased are over \$2000. The Client will need to pay 50% of the hardware cost upfront.

VII. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

VIII. Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

IX. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

X. Confidentiality. Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

a. **Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b. **Injunction.** Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if

he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client

- c. **No Release.** Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

XI. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

XII. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XIII. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

XIV. Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

XV. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

XVI. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

XVII. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XVIII. Governing Law/Venue. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of California. Parties agree to submit to the exclusive jurisdiction of the federal or state courts located in Shasta County, California.

XIX. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XX. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

XXI. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature

Name: _____

Date: _____

Service Provider's Signature

Name: _____

Date: _____

Mike's Computer IT Services

Service ID	Service Type	Description	Price
1	Preliminary Diagnostics Desktop	The cost of diagnostic fee for desktops (may be free with repair)	\$75.00
2	Preliminary Diagnostics Laptop	Preliminary Diagnostics Laptop (may be free with repair)	\$85.00
3	New Computer Setup	Includes computer optimization, installation of critical windows updates, trial removal	\$85.00
4	Memory Installation	Install Memory (not including memory)	\$50.00
5	iPod/iTouch/iPhone Setup	Includes setup and configuration with iTunes	\$85.00
6	Install Camera or Scanner	Installation & configuration of scanner and camera	\$85.00
7	Printer Installation	Printer Installation and configuration/trouble shooting	\$85.00
8	Broadband Installation	Broadband Installation and Configuration	\$85.00
9	Wireless Setup	Wireless Setup and Configuration	\$85.00
10	Broadband installation + wireless setup	Broadband installation + wireless setup configuration	\$150.00
11	Wired/Wireless networking repair	Wired /wireless networking repair troubleshooting	\$85.00
12	Software Install (non OS)	Software Installation and Configuration (non OS per title)	\$85.00
13	Software installation subsequent programs	Software installation (of select software titles), subsequent programs	\$25.00
14	Windows Factory Restoration	Windows Factory Restoration Including Drivers (no backup or program installations)	\$95.00
15	Data backup and restore with Windows restoration	Data backup and restore services in conjunction with Windows restoration	
16	Basic backup and restore	Basic backup and restore places data in folder on desktop for easy customer access	\$35.00
17	Deluxe backup and restore	Deluxe backup and restore places all data in proper locations and restores two email accounts	\$55.00
18	Backup Services (Stand-Alone)	Backup service and data transfer	
19	Data Backup	Backup User Personal Data (Client provides media)	\$75.00

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20	Full system Backup with ISO Image	Full system Backup with Windows Image (Client provides media)	\$125.00
21	Windows OS Recovery Disk	Windows OS Recovery Disk (USB or CD)	\$45.00
22	Data Destruction with Certificate	Data Destruction with NSA and NIST standards comprehensive certification	\$60.00
23	Virus & Spyware Removal – Basic	Includes a Free Antivirus	\$95.00
24	Virus & Spyware Removal – Premium	Includes a Free Antivirus and PC Tune UP Optimization/Speedup	\$125.00
25	Virus & Spyware Removal – Deluxe	Includes a Free Antivirus and PC Tune UP and Personal Data Backup	\$170.00
26	Virus & Spyware Removal – Ultimate	Includes all the Above Plus a Full Image Recovery media	\$225.00
27	Enhanced Windows PC Tune UP Optimization/Speedup	Windows tune-up (Enhanced security setup + defrag hard drive(s), clean registry, scan and fix any corrupt files)	\$95.00
28	Basic software repairs	Basic software repairs and software conflict resolution	\$95.00
29	Complex software repairs	Complex software repairs and software conflict resolution	\$170.00
30	Windows Password Recovery	Windows Password Recovery **if possible	\$65.00
31	Windows repair / recovery	Windows repair / recovery and troubleshooting	\$95.00
32	Email / program support	Troubleshooting email and program support	\$85.00
33	Hardware Upgrade/Repair	Hardware Upgrade/Repair (Including Hardware)	
34	Hard Drive Replacement including OS	Hard Drive Replacement including basic OS reinstallation SSD or M.2 (Including Hardware)	
35	Hard Drive Replacement including OS	Hard Drive Replacement including basic OS reinstallation 1-2 TB(Including Hardware)	
36	Power Supply Replacement Basic	PSU Replacement for Desktop (Including Hardware)	
37	Sound Card Replacement	Sound Card Replacement	\$95.00
38	Video Card Replacement – Basic	Video Card Replacement – Basic \$40+ the cost of the part	\$40.00
39	Video Card Replacement – Better	Video Card Replacement – Better \$40+ the cost of the part	\$40.00
40	Memory Upgrade/Replacement	\$85 + the cost of the part	\$40.00

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41	Motherboard Replacement Desktop	\$75+ the cost of new motherboard	\$75.00
42	Custom PC Build	A custom pc build (not including the parts or OS installation)	\$100.00
43	Laptop Repair		
44	Motherboard Replacement Laptop	\$100+ the cost of new motherboard	\$100.00
45	Laptop	Laptop Keyboard Replacement	\$175.00
46	Keyboard Replacement		
47	Laptop Screen Replacement	Laptop Screen Replacement	\$125-\$450
48	Laptop Power Jack Repair	Laptop Power Jack Repair	\$125-\$250
49	Laptop Spill Repair	Laptop Spill Repair	\$170 + parts
50	PC Shuts Off / Overheats	PC Shuts Off / Overheats	\$85-\$150
51	PC physical damage repair	PC physical damage repair + parts	\$85-\$170
52	Inverter Replacement	Inverter Replacement	\$125.00
53	Laptop Hard Drive Replacement	Laptop Hard Drive Replacement including basic OS install	
54	Wireless Card Adapter	Wireless Card Adapter Replacement	\$145.00
55	CPU Fan Replacement	CPU Fan Replacement with Thermal paste	\$125.00