



Computer Guy RETAINER AGREEMENT

Mc Kinnons, St. Johns Antigua Phone: (268) 774-1456

This Agreement is made effective as of ____/____/2003, by and between **Computer Guy Computer Services** of *Mc Kinnons, St. John's Antigua* and _____, of

Address: _____

In this Agreement, the party who is contracting to receive services shall be referred to as "_____" . Computer Guy has a background in Computers, Networking, and Software related services and is willing to provide services to _____ based on this Background. _____ desires to have services provided by Computer Guy.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES: Beginning on ____/____/____ Computer Guy will provide the following services, (collectively the "Services"): **(35) hours of service or see section 19 for Amendments to this agreement covering Special Promotions offered at this time.**

The following is a **complete list of services** that _____ can ask Computer Guy To perform: Network Installation and configuration, Network Maintenance, Computer diagnosis and troubleshooting, Computer repairs, individual part replacements, general maintenance of computer systems, Software Installation and setup, and Software maintenance to the point of launch.

The only services that Computer Guy can provide at an additional cost that are not covered under this agreement are: building complete computer systems, consulting on purchases of Manufactured Computer Systems, remote management of networks and Computers, Internet support, remote data backup, and some special long term based projects.

2. PERFORMANCE OF SERVICES: The manner in which the Services are to be performed and the specific hours to be worked by Computer Guy shall be determined by Computer Guy.

_____ **Must contact** Computer Guy **to arrange for the scheduling of appointments** so as to enable Computer Guy to reasonably fulfill their obligations under this Agreement.

Note: **All Emergency Calls are dealt with within two (2) hours of initial call due to the fact that the Computer Guy is not on another Job.**

_____ will forfeit the remaining hours if they are not used within the contracted term.

3. PAYMENT: _____ will pay a fee to Computer Guy of **\$3500.00** for the Services. **Unless otherwise agreed upon and amended in Section 19 of this agreement. This fee shall be payable in full at the signing of this contract.**

4. EXPENSE REIMBURSEMENT: Computer Guy shall be entitled to reimbursement from YOUR BUSINESS _____ for the following "out-of-pocket" expenses: approved and requested travel Expenses, approved and requested postage, approved and requested copying, approved and requested software and hardware purchases/replacements.

5. SUPPORT SERVICES: _____ will not provide support services, including office space and secretarial services, for the benefit of Computer Guy.



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6. OUTSIDE CONTRACTORS\CONSULTANTS: _____ Recognizes that computer Consulting involves a wide range of skills and degrees of expertise and that there may be times that an Outside consultant\contractor will need to be called in to fix a computer related problem when the scope or severity exceed the time or abilities of Computer Guy Computer Services.

Contacting an outside contractor\consultant will be done solely by _____. Computer Guy Computer Services will if possible make recommendations or referrals but the hiring is to be done by _____ only. Computer Guy's Services is not responsible for the added Cost or the standard of work done by any outside consultant\contractor. The need for an outside Consultant\contractor does not change the terms or validity of this contract nor does it dismiss the Charges incurred by the _____ for Computer Guy Computer Services in working on the problem prior to the transfer to an outside contractor\consultant.

7. TERM/TERMINATION: This Agreement shall be effective for a period of **three (3) months, terms set forth in Section 19 Amendments, or when the thirty-five (35) hours have been used, whichever comes first. This agreement:**

_____ shall not automatically renew for successive terms of the same duration.

_____ shall automatically renew for successive terms of the same duration, unless either party submits in writing within this contract period a letter of termination.

8. RELATIONSHIP OF PARTIES: It is understood by the parties that **Computer Guy is an independent contractor** with respect to _____, and not an employee of _____. _____ Will **not** provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Computer Guy.

9. EMPLOYEES: Computer Guy's employees, if any, who perform services for _____ under this Agreement shall also be bound by the provisions of this Agreement.

10. INDEMNIFICATION: _____ agrees to indemnify and hold Computer Guy harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against _____ that result from the acts or commissions of Computer Guy, Computer Guy employees, if any, and Computer Guy's agents with regard to computer related services.

11. CONFIDENTIALITY: Computer Guy recognizes that _____ has and will have the following information: products, prices, costs, discounts, future plans, business affairs, trade secrets, technical information, customer lists and other proprietary information (collectively, "Information") which are valuable, special and unique assets of _____. Computer Guy agrees that Computer Guy will not at any time or in any manner, either directly or indirectly, use any Information for Computer Guy's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of _____.

Computer Guy will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

12. CONFIDENTIALITY AFTER TERMINATION: The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

13. NOTICES: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the mail, postage prepaid, addressed as shown above. Either party may change such address from time to time Providing written notice to the other in the manner set forth above.

14. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.



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15. AMENDMENT: This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. APPLICABLE LAW: This agreement shall be governed by the laws of the Country of Antigua.

19. SPECIAL PROMOTIONS: The Special Promotion being offered at the signing of this agreement is for \$150.00 per computer system for a total of ___ computer systems. This makes the total amount due at the signing of this agreement to be \$____. The amount being paid at the signing of this agreement covers the first hour (1 hour) that Computer Guy is onsite to provide services offered in Section 1 of this agreement. Any additional time that Computer Guy is onsite to render the services offered in Section 1 of this agreement will be billed at a rate of \$100.00 per hour, which will be due at the completion of services rendered for each service call. This does not include any hardware or software purchases that may be needed to resolve the issue occurring at the time the services is rendered. This fee also does not include any of the additional services that Computer Guy is able to perform that are not covered by this agreement as afore mentioned in Section 1 of this agreement.

20. Service Logs: Computer Guy will maintain a detailed log of all services we provide, and produce this for _____ on a monthly basis. The presentation of this log can be customized to meet your accounting requirements.

By signing below both parties are bound by this Agreement, including any Amendments made in Section 19.

Computer Guy Computer Services

By: _____ Title: _____

By: _____ Title: _____