



111 N. Anna St  
Preston, IA 52069  
563-689-3811



***Preston Telephone Companies Computer Services and Repair Agreement***

Customer Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Computer Information (Make/Model): \_\_\_\_\_ Serial Number: \_\_\_\_\_

Computer Username: \_\_\_\_\_ Password: \_\_\_\_\_

Description of Problem: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Individual Services:**

- System Customization
- Security Software Installation Package
- File Transfer / Data Backup
- Software Installation
- Peripheral Setup
- Network Setup
- Hardware Installation
- System Tune Up
- Computer Revival I
- Computer Revival II
- Hourly \_\_\_\_\_

I hereby agree to the below terms and authorize the Service(s) to be performed:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SERVICE & LIMITATION OF LIABILITY:**

Preston Telephone Company(PTC) 11 N Anna St, Preston, Iowa 52069 offers computer service, maintenance, repair and upgrading service ("the Service") in a "best effort" approach. Customer grants to PTC the right on ingress or egress necessary for the installation, maintenance, repair or removal of the Service. The installation, use, inspection, maintenance, repair or removal of the Service(s) could result in service outage or potential damage to your hardware, software, files, data, peripherals, commercial building, home or other property. You are solely responsible for backing up of all computer files. PTC and it officers, directors, employees, contractors and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, peripherals, commercial building, home or other property. You assume all responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation, maintenance, repair or removal of the Service.

**BILLING:**

You agree to pay the individual service price or \$50.00 per hour for any Service work. Hourly charges are calculated in one-hour increments, with a one-hour minimum service charge. If you opt for hourly service work, PTC will provide you with an estimated number of hours to complete the Service, however, you acknowledge the estimate is not guaranteed and the actual charges could be more or less than the estimate. Should the project become more detailed than originally discussed or further problems develop, PTC will use its best efforts to consult with the customer to determine a reasonable approach to complete the Service.

**SOFTWARE:**

It is the customer's responsibility to provide valid, licensed copies of the operating system or other software application installed on the customer's system. PTC shall have no liability for violation of any copyright, trademark or other proprietary rights of any third party. If licensed software is not provided, PTC may be unable to thoroughly troubleshoot or repair the system.

**REPRESENTATIONS:**

PTC will make its best effort to provide the Service(s) but due to the complex nature of certain Service(s), it may not be possible to provide Service(s) to everyone. In its sole discretion, PTC may cancel the Service process and refund any money that you have paid. PTC shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service. PTC does not represent, warrant, or covenant that installation will enable you to successfully access, operate or use the Service(s).

PTC MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES ARE PTC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTOR, AND REPRESENTATIVES LIABLE FOR THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1.) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2.) LOSS OF, OR DAMAGE TO, YOUR HARDWARE, SOFTWARE, FILES, DATA, COMMERCIAL BUILDING, HOME OR OTHER PROPERTY; 3.) ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; 4.) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS.

**INDEMNIFICATION:**

You agree to indemnify, defend and hold harmless, PTC and its officers, directors, employees and contractors from any and all claims, demands, lawsuits or actions, which may arise as a result of a breach of this agreement, including reasonable attorney's fees.

**Customer Acknowledgment of Service Completion**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Office Use Only

Date In	Date Out:	Tech:	Hours:	S.O #:
Description of Work Performed:				