

# Broward NetWorks

## Service Agreement

446 SW 4<sup>th</sup> Ave, Suite 4  
Fort Lauderdale FL 33315  
Phone: 954-696-7909  
Email: support@browardnetworks.com

This agreement made the \_\_\_\_ day of \_\_\_\_\_, 2007 by and between **Broward NetWorks**, hereinafter called the Contractor and \_\_\_\_\_, hereinafter called the Owner.

The Contractor and the Owner for the considerations named agree as follows:

### **Length of Agreement:**

The terms of this agreement shall be in effect from the date this agreement is signed, for a period of six months. There is no obligation for the Owner to request a minimum of services from the Contractor. Owner is not bound to use Contractor as the only means for technical support. Owner may terminate agreement at any time. This agreement will automatically renew on a monthly basis until a new agreement is presented.

### **Scope of the Work:**

Technical Support includes telephone support and on site service of workstations, servers, routers, firewalls, switches, hubs, printers and all other networking devices. This includes network connectivity issues, server and network security, anti-virus management, routine preventative maintenance, tape backups, disaster planning, and inventory of all equipment.

On site Technical Support appointments can be scheduled between 10 am and 5 pm Monday through Friday. Every effort is made to schedule appointments within one business day, but this is not always possible.

Contractor does not sell equipment, including hardware and software. It is the responsibility of the Owner to purchase any needed equipment. Contractor may recommend equipment and a place to purchase, but Owner is under no obligation to purchase from recommended source.

Owner is responsible for any warranty, licensing, and registration of all equipment, including software. Contractor is not responsible for pirated software or illegal activity by owner and agents.

Web page design and upkeep, Telephones, fax machines, photo copiers, and other business machines are not covered or supported. Web design and upkeep is available under a separate agreement.

Contractor provides a website for Owner to view the status of all current service requests, create new service requests, and view history (www.browardnetworks.com:8080). One username and password will be provided for each office.

**Username:** \_\_\_\_\_ **Password:** \_\_\_\_\_ (both are case sensitive)

### **Agreement Price:**

The owner shall pay the contractor for the labor to be performed under this contract the sum of:

#### **On Site Technical Support**

- \$60.00 per hour from 10:00 AM to 5:00 PM Monday through Friday.
- \$90.00 per hour during non-business hours.
- Owner shall reimburse Contractor for any parking expenses and is not subject to any discount.
- Same day appointments require a ten (10) percent additional charge.
- A Trip Fee of \$20.00 is added for each visit.

**Remote Administration**

- \$40.00 per hour (30 minute minimum) from 9:00 AM to 11:00 PM Monday to Saturday.
- \$60.00 per hour (30 minute minimum) from 11:00 PM to 9:00 AM every day and Sundays
- Remote Administration is only available for servers and is not available for all problems. Contractor will be responsible for deciding if an issue can be corrected remotely or require on site support.

**In House Support (work performed in Contractor office)**

- \$40.00 per hour per computer or flat rate of \$120.00 per computer. Owner must choose rate before any work begins.
- Pickup and delivery is not included and may be extra. Please allow a minimum of at least 24 hours for work to be completed. Extra time may be required. Owner will be notified if any equipment is needed.

**Delivery Charge**

- \$25.00 per trip (plus parking fee if any) for pickup and or delivery of equipment.
- This includes connecting and or disconnecting all cables only.
- This fee is waived if on site billable work is done at the same time of delivery or pickup.

**Other Services Available**

- Inventory of hardware and software.
- Server Monitoring.
- Server Maintenance.
- Monthly or Quarterly On Site Maintenance.
- FTP upload of backups.
- Weekly status reports on current projects.

**Payment Schedule:**

Owner shall pay Contractor within 15 days of invoice date. Any invoice past due 15 days will be subject to late fee of \$25.00 and five percent of invoice amount. An additional \$25.00 will be added for each subsequent 30 days the invoice remains unpaid. Acceptable payment methods are cash, money order, or check. Any check returned for any reason is subject to an additional charge of \$35.00.

- Owner will receive a \$5.00 discount on services if invoice is paid in full on completion of work.
- Owner can receive a three (3) percent discount if payment is post marked by USPS within two business days of invoice.
- Owner will receive one (1) free hour of technical support after twenty billable hours and for every five billable hours thereafter, in the same calendar month.
- Owner will receive one (1) free hour of technical support for every business referral resulting in over five (5) billable hours of service.
- If owner is charged a late fee three (3) times in one (1) calendar year, all future work must be paid for in full, the same day service is rendered.
- If two (2) checks are returned for any reason in one (1) calendar year, all future work must be paid for in cash, the same day service is rendered.

Discounts are not available on reimbursed expenses, maintenance agreements, or delivery charges.

**General Provisions:**

If payment is not made when due, Contractor may suspend work on job until such time as all the payments due have been made. A failure to pay within 30 days from due date shall be deemed a material breach of this contract.

In addition, the following provisions apply:

1. All work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.

2. In the event Owner fails to pay any payment due hereunder, Contractor may cease work without breach of agreement pending payment or resolution of any dispute.
3. Contractor shall not be liable for any delay due to circumstances beyond its control including casualty, strikes, or general unavailability of materials.
4. Contractor is not responsible for any computer or network problem due to user error, virus, Spyware, Trojan Horse, damage done by illegal means, any work or services provided by a third party, circumstances beyond the contractors control, or acts of nature.

THIS IS AN AGREEMENT FOR INDEPENDENT CONTRACTING SERVICES. THE OWNER PROVIDES NO BENEFITS SUCH AS HEALTH INSURANCE, UNEMPLOYMENT INSURANCE, OR WORKER'S COMPENSATION INSURANCE TO CONTRACTOR.

CONTRACTOR IS RESPONSIBLE FOR PAYMENT OF ALL FEDERAL, STATE AND LOCAL INCOME TAXES.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TOOLS AND MATERIALS REQUIRED FOR PERFORMANCE OF THE TASKS AGREED TO, EXCLUDING COMPUTER / NETWORKING HARDWARE AND SOFTWARE.

OWNER IS RESPONSIBLE FOR ALL SOFTWARE LICENSING.

**Signatures:**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Broward NetWorks

\_\_\_\_\_  
Name of owner

\_\_\_\_\_  
Name of contractor

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Street Address:

City/ State/ Zip:

Telephone #: