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COMPUTER SERVICES AGREEMENT

State of Alabama

BACKGROUND

A. This Computer Services Agreement (hereinafter referred to as the "Agreement") is entered into and made effective as of _____ (hereinafter referred to as the "Effective Date") by and between the following service provider (hereinafter referred to as the "Provider"), of the following address:

of

and the following recipient of the services (hereinafter referred to as the "Client"), of the following address:

of

B. *WHEREAS*, the Client is of the opinion that the Provider has the necessary qualifications, experience, and abilities to provide computer services to the Client.

C. *WHEREAS*, the Provider is agreeable to providing such computer services to the Client on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Provider (individually known as the "Party" and collectively known as the "Parties" to this Agreement) agree as follows:

I. SERVICES PROVIDED.

1. The Client hereby agrees to engage the Provider to provide the Client with the following computer services (the "Services"):

2. The Provider shall repair or replace modules, subassemblies, and components of the computer hardware, as required by the Client or deemed necessary by the Provider. If the Provider elects to replace any module, subassembly, or component, the replacement parts shall be of equal or better quality than those replaced, and title to the replacement modules, subassemblies, and components shall vest in the Client.

3. The Provider shall be responsible for the cost of replacing any parts deemed necessary for the repair of the computer hardware and shall not be reimbursed by the Client for said purchases.

4. The Provider shall maintain the computer hardware in good operating condition as determined by the specifications for such computer hardware. Provider shall be released from their obligations hereunder if the Client makes unauthorized alterations or modifications to the computer hardware, attaches devices to it not supplied by the original supplier, or performs or attempts to perform repair services on the computer hardware without the written consent of the Provider during the term hereof.

5. The Services will also include any other computer tasks which the Parties may agree on in writing. The Provider hereby agrees to provide such Services to the Client.

6. During the term hereof, the Client shall provide the Provider with access to the computer hardware and sufficient workspace required to make any necessary repairs or carry out services.

7. The Provider shall work in a workmanlike manner and in compliance with any and all statutes, laws, rules, and, regulations of any governmental authority or agency having jurisdiction, and to avoid any disruption of the property.

II. DEPOSIT.

8. The Client will pay to the Provider a non-refundable retainer fee in the amount of **\$2 (two US dollars)**, due upon signature of this Agreement.

III. TERM AND TERMINATION.

9. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect as described by this Agreement.

10. This Agreement shall remain in effect for the following length of time: _____, unless terminated earlier pursuant to the provisions of this Agreement.

Thereafter, the term will automatically renew for successive terms of the following length without notice unless either Party terminates the Agreement in writing: _____.

11. If either Party materially defaults in the performance of any provision of this Agreement, and such default is not cured within 30 days after the non-defaulting Party gives the defaulting Party written notice of such default, then the non-defaulting Party shall be entitled to terminate the Agreement immediately upon written notice of termination of the defaulting Party.

IV. FEES AND PAYMENT.

12. For rendering the Services as described in this Agreement, the Client shall pay to the Provider compensation of **\$2 (two US dollars)** per hour of service the Provider provides to the Client, to be outlined in a detailed invoice provided to the Client from the Provider.

13. For any payment that is not paid when due, Client shall pay a late fee of **\$2 (two US dollars)**.

14. Payment shall be made to the following person/address:

15. In addition to any other rights or remedies provided by law, the Provider may treat Client's nonpayment for services rendered by the Provider as a material breach of this Agreement and may cancel the Agreement or seek legal remedies as the Provider

desires.

V. PARTIES RELATIONSHIP.

16. It is understood by all Parties to this Agreement that the Provider is an independent contractor with respect to Client and not an employee of Client. The client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Provider.

VI.

VII. INDEMNIFICATION.

17. The Client and the Provider, at their own expense, shall indemnify, defend, and hold the other, its partners, directors, agents, and employees harmless from and against any and all third-party lawsuits, actions, or proceedings and any related costs and expenses, including attorney's fees, resulting directly and solely from the indemnifying party's negligence or willful misconduct.

18. Neither the Client nor the Provider shall be responsible for defending, indemnifying, or holding the other party, their partners, directors, agents, or employees harmless from and against any third-party lawsuits, actions, or proceedings that result from the negligence or wrongful acts of the party seeking indemnification or any third-party.

19. The Client and the Provider agree to give each other prompt written notice in the event of any claim arising to which they believe indemnification is relevant and necessary.

20. The indemnifying party shall have the right to defend against such claims with counsel that they have chosen and to settle such claims as they deem reasonable and appropriate.

21. The Client and the Provider agree to co-operate with each other in the defense of any such claims.

22. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

VIII. WARRANTY.

23. Provider shall provide their Services and meet obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Client's community and region, and will provide a standard of care equal to, or superior to, care used by similar Providers on similar projects/work.

IX. FORCE MAJEURE.

24. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event.

25. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lock-outs, or work stoppages.

26. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

27. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

X. DEFAULT.

28. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either Party.
- c. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or

governmental agency.

d. The failure to make available or deliver the services in the time and manner provided for in this Agreement.

XI. REMEDIES.

29. In addition to any and all other rights a party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party.

30. This notice shall describe with sufficient detail the nature of the default.

31. The Party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a Party providing notice, the failure to cure the default(s) within such time period shall result in automatic termination of this Agreement.

XII. ENTIRE AGREEMENT.

32. 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, concerning the subject matter of this Agreement.

33. This Agreement supersedes any prior written or oral agreements between the Parties.

XIII. ASSIGNMENT.

34. Neither the Provider nor the Client shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

35. Subject to the above, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

XIV. SEVERABILITY.

36. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

37. 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 will be deemed to be written, construed, and enforced as so limited.

XV. AMENDMENT.

38. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XVI. GOVERNING LAW.

39. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XVII. NOTICE.

40. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XVIII. WAIVER OF CONTRACTUAL RIGHTS.

41. 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.

EXECUTION:

_____, *Provider*

Date

_____, *Client*

Date