



Storm King Computer Consulting Service Sign Up Form

Billing Information: _____

Company Information: _____

First Name: _____

Last Name: _____

Email Address: _____

Address 1: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Cell Phone: _____

Fax: _____

Storm King Computer Consulting Billing Payment Information

All associated project fees are payable by checks made out to Storm King Computer Consulting. All payments are due upon completion of the project(s) specified.

By signing below I authorize Storm King Computer Consulting to provide the following services:

I also agree to the Terms of Service as specified on the following pages.

Signature: _____

Printed Name: _____

Technician's Signature: _____

Date: _____

Please Return to:

Storm King Computer Consulting
3025 Sopris Avenue Glenwood Springs, CO 81601
Phone: 970.947.9109
www.stormkingcomputers.net info@stormkingcomputers.net



Service Terms and Conditions – Revised 12/11/06

This document defines the terms and conditions of our working relationship including all projects or services that Storm King Computer Consulting may be contracted to produce or provide. All Clients will be subject to the following agreement.

By signing this document, the Client authorizes and directs Storm King Computer Consulting to provide the services listed above. The signature of the Terms and Conditions also states the Client's approval of the written estimate provided by Storm King Computer Consulting.

Payments Terms

The Client agrees to the following pricing structure and payment terms:

Of the final total, the client will be required to make payment in accordance with the terms specified in each proposal/estimate provided by Storm King Computer Consulting. The remainder will be due upon completion of the specified project. Of the cost for the hours of service time, the full sum will be due no later than 30 days after the completion of the specified project. Note: Should the Client not pay the full sum due to Storm King Computer Consulting within 60 days of billing, Storm King Computer Consulting will void their contract with the Client and the matter will be turned over to a bank and/or collection agency. Storm King Computer Consulting reserves the right to refuse completion or delivery of work until past due balances are paid.

The down payment, determined by Storm King Design, is considered to be a deposit and is non-refundable as it covers any initial time Storm King Computer Consulting puts into the design and implementation of the project for the Client signing this contract.

Price Estimates

Project revisions, extensive alterations, unforeseen problems, or a switch in objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in advance permits Storm King Computer Consulting or the Client to adjust for such revisions/or halt work before completion if a project is postponed or canceled. Any canceled project is billed according to the Payment Terms described in this document. For each project, the Client will receive a proposal/estimate outlining the project specifications and our proposed scope of services and working/billing phases. Each proposal estimate will contain a project budget, which includes estimated fees for professional services and separate itemized costs for anticipated out-of-pocket expenses.

We will begin work upon Client's approval of the written estimate. Your signature of the Terms and Conditions will constitute an approval of the written estimate and provide an agreement between us.

Out-Of-Pocket Expenses

Fees for professional services do not include outside purchases such as, but not limited to, computer hardware, software, peripherals, cabling and wiring, tools, shipping and handling or courier services required for the completion of the Client's requested projects and services. Expenses are itemized on each invoice. All these expenses are subject to Colorado sales tax unless the Client is a legally recognized 501(C)3 nonprofit organization with tax exempt status. If consultant or supervisory services are required in out-of-town locations, we will bill lodgings, meals, and transportation at cost. Reimbursement for mileage is calculated at current allowable rates.

Access Responsibilities

The Client agrees to provide employees of Storm King Computer Consulting physical and, in some instances, virtual access to their premises, property, and equipment in order to complete the requested services, which shall meet with Client's approval.

Inspection of Records and Time Keeping

Upon reasonable notice, any and all invoices from our vendors, time sheets and other documentation relating to your account will be made available to you in person or via email, fax, or by postal mail.

Property and Supplier's Performance

Storm King Computer Consulting will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorized use by others of such property. We will use our best efforts to ensure quality and timely delivery of all parts and services. Although we may use our best efforts to guard against any loss to you through the failure of our vendors, or others to perform in accordance with their commitments, Storm King Computer Consulting is not responsible for failure on their part.

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COMPUTER CONSULTING

If you select your own vendors, other than those recommended by us, you may request that we coordinate their work. If at all possible, we will attempt to do so, but we cannot in anyway be held responsible for quality, price, performance or delivery.

Material Defects

We offer no guarantees of any kind on equipment, software, third party services, or other other goods that we sell or purchase on your behalf. These items are made available for the convenience of the Client, and in no way does the sale of these items constitute a guarantee of usability, reliability, safety, suitability, or any other attribute of the item(s) sold.

Workmanship Defects

We bill for all time including, but not limited to, research, phone support, acquisition of specialty goods, bench work time, on-site work time, and any other activities directly related to the fulfillment of your service requests and projects. Storm King Computer Consulting sells time, not results. We always try to provide the absolute best in service and expertise that we can, however there are never guarantees of a specific outcome. Any just claims against Storm King Computer Consulting with respect to the quality of our work or deficiencies thereof, shall be corrected by the Company provided the Client notifies Storm King Computer Consulting within 90 days after the initial completion of that portion of our work.

Lien

All materials or property belonging to the Client, as well as work performed, may be retained as security until all just claims against the Client are satisfied.

Work Schedule

Work schedules will be established and adhered to by both the Client and Storm King Computer Consulting, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the Client or the Company. Where production schedules are not adhered to by the Client, final delivery date or dates will be adjusted accordingly.

Failure to Pay

Storm King Computer Consulting may temporarily or permanently deny or terminate service upon the failure of the Client to pay the charges when due. Such termination or denial will not relieve the Client of responsibility for the payment of all accrued charges and any collection fees.

Upon termination of this agreement, Storm King Computer Consulting will transfer to Client all your property and materials in our control and for which you have paid. Client will indemnify and hold Storm King Computer Consulting harmless for any loss or expense (including attorney fees), and agree to defend Storm King Computer Consulting in any actual suit, claim or action arising in any way from our working relationship.

Contract Cancellation

Upon signing contract, the Client agrees to the services requested on the date of the contract signing. Should the Client wish to cancel these services before the completion of the project, the contract will be voided and the initial deposit will be forfeited.

Additional Provisions

The validity and enforceability of this agreement will be interpreted in accordance with the laws of the State of Colorado applicable to agreements entered into and performed in the State of Colorado. This agreement is our entire understanding and may not be modified in any respect except in an executed agreement.

If we must retain attorneys to collect our invoices, we will be entitled to reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law.