

PC PROFESSIONAL GROUP, INC

27732 TORIJA

MISSION VIEJO, CALIFORNIA 92691

Tel: (949) 470-9750

CONTRACT AGREEMENT

THIS AGREEMENT is made on this day _____ between **PC PROFESSIONAL GROUP INC.** (hereinafter "vendor") and _____ of _____ CA hereinafter "Client") as to the following:

- 1. **CONTRACT:** Client herewith retains the Company known as **PC PROFESSIONAL GROUP, INC.** as to the following:

- 2. **FEES:** Client agrees to pay to **PC PROFESSIONAL GROUP INC.** fees at the following rate which are guaranteed through 12/31/10:

\$95.00 per/hr daytime rates Corporate-Business/ \$85 residential (non business)

****All phone support and consulting is billable at the above rates.**

\$25.00 Trip charge per visit (with exceptions noted: agent for **PC PROFESSIONAL GROUP, INC. has the right to waiver)**

\$18.00 Returned Check Fees: per returned check

\$25.00 Cancellation fee prior to 24 hour notice

- 3. **WARRANTIES:** Any and all hardware and/or software currently installed and or in the Client’s possession shall not be the responsibility of **PC PROFESSIONAL GROUP, INC.**

Any and all hardware and/or software purchased and installed by PC Professional Group, Inc. shall have the manufacturer’s warranty. (Note: all returns except where defective shall incur a \$25 restocking fee.

And such additional warranties as noted below:

Any additional warranties must be initialed by both Client and an agent of **PC PROFESSIONAL GROUP, INC.** to be effective.

NOTE: At the end of any billed time the current balance is payable and due at time of service.

Client agrees to pay such bill on receipt. Unless other arrangements have been made in writing and initialed by an authorized agent of **PC PROFESSIONAL GROUP INC., THERE WILL BE NO OTHER EXCEPTIONS.**

In the event that Client fails to pay the balance due in full as indicated by any billing within THIRTY (30) days of its noted finish date, or fails to pay any "additional balance due" as agreed upon or after any written extension given to pay, **PC PROFESSIONAL GROUP INC.**

or its designated representative, shall require immediate payment in full plus any appropriate costs & interest.

4. **INTEREST CHARGES:** Client hereby agrees that an interest charge of ten percent (10%) per annum will be charged against any outstanding balance. Interest on Client's account will be calculated at a monthly rate of one percent (1%) of the outstanding balance to a maximum of 10% per annum. In the event that the entire account balance is paid prior to the next succeeding billing cycle for the account, no interest will be charged.
5. **GUARANTEES:** It is agreed that "Vendor" (**PC PROFESSIONAL GROUP, Inc.**) cannot make any representation as to performance of work, materials, or otherwise work related events or costs, not specifically referred to and agreed to in the above contract.
6. **COOPERATION and TERMINATION:** "Vendor" (PC PROFESSIONAL GROUP, INC.) and "Client" agrees to cooperate in the presentation, preparation and installation of all materials as to the work performance. If Client refuses to follow vendor's advice concerning preparation, installment and maintenance of materials or equipment, these shall represent a Breach of Contract and the said Contract becomes non-binding at option of vendor.
7. **SERVICES:** When client authorizes PC Professional Group, Inc. for any service(s) on their computers, client assumes all liability and responsibility for loss or damage caused by any service. Customers should also understand the following may occur:
 - a) Any upgrade, repair or service may void the original manufacturer's warranty.
 - b) PC Professional Group, Inc. is not responsible or liable for any software issues.
 - c) PC Professional Group, Inc. does not guarantee the validity or integrity of any data transfers.
 - d) Client is responsible for all backups of all data stored on their computers prior to any service being performed by PC Professional Group, Inc.
8. **EXCLUSIONS:** **Under no circumstance is PC Professional Group responsible for any incidental or consequential damages which may occur during use of the items purchased from PC Professional Group, Inc. or as a result of the product's failure to perform or as the result of any services performed by the vendor. In all cases, the client's sole remedy for a product failure is limited to the warranties provided in Section 3 of this contract. For any services performed by vendor, client's sole remedy shall be reimbursement of the amount paid by client for the service performed.**
9. **DISPUTE RESOLUTION:**
 - A) Client and Vendor agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Paragraphs 9B2 below apply whether or not the Arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALLED.**
 - B) **ARBITRATION OF DISPUTES: (1) Client and vendor agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting**

transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 9B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of contract Law experience, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil procedure 1283.05.

(2)EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (I)the filing or enforcement of a mechanics lien; (II) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (III)an action for bodily injury or wrongful death, or any right of action to which Code of Civil Procedure 337.1 or 337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation of arbitration and arbitration provisions.

“NOTICE: BY SIGNING YOUR SIGNATURE IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTER INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING YOUR SIGNATURE YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY”.

“WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION”.

*******PLEASE NOTE: PC Professional Group, Inc is not responsible for any lost data due to Client Back-up Systems OR lack thereof. In the event that any and/or all data is lost as a result of lack of performance of Client Back-up Systems or lack of Back-up thereof, the Client shall deem and hold PC Professional Group harmless. (See (7) Services, Sec. (d)). Client understands that PC Professional Group Inc cannot make any 100% guaranteed assurances on ANY wireless connections. _____ Client’s initials**

Dated: _____

By: _____ Client

Dated: _____

By: _____

Agent for **PC PROFESSIONAL GROUP, INC.**