

# **Computer Physicians, LLC**

## **WORK AUTHORIZATION AND WAIVER OF LIABILITY**

I grant permission to Computer Physicians, LLC and it's owner - Steve Paulick to perform any action deemed necessary in an attempt to repair my computer. Furthermore, I release Computer Physicians, LLC it's owner, president, or any employees or subcontractors from any liability for any data loss which may occur, or component failures occurring during attempted repair, testing, or at any other time. Computer Physicians, LLC is not responsible for loss of profit or any direct, indirect, special, incidental, or consequential damage occurring during or after computer service. I also release Computer Physicians, LLC from liability associated with any hardware, diskettes, or other media sent in connection with this waiver.

**ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF ANY COMPUTER PHYSICIANS, LLC ACTION (OR INACTION) ARE HEREBY EXPRESSLY WAIVED.**

**Payment:** Work will be billed \$99 per hour plus a travel fee for onsite work, remote work or for work dropped off and picked up at the workshop. Charges may be more for emergency/fast work/holiday. All parts, supplies, taxes are extra charges. I understand that payment is due in full at the time of service and unless specified in writing on the work order, and that charges are binding whether service is successful or not. If the customer is unsatisfied with any of the repairs or service, the customer must notify the technician before he/she leaves the premises. The client acknowledges that there is a \$40.00 fee for any returned checks. If Computer Physicians, LLC is asked to perform repair work on-site that there will be a separate travel fee charge. If there is monitoring or repair of the system via remote access there will be a hourly fee charge. Please request fee schedule.

**Estimated Completion Time:** Computer Physicians, LLC will provide an estimated completion time for your repair/install. Please call before you come in to pick up your equipment or to schedule a drop off. Unforeseen circumstances may have an impact on our ability to complete the repair(s) as provided in the estimate. I understand that most repairs take from between 1 to 5 days, sometimes longer. Longer if parts/software must be ordered, and or system was dropped and/or spillage occurred to computer prior to client bringing system to Computer Physicians, LLC. I agree that Computer Physicians, LLC will be held free and harmless for computers picked up or requested to be dropped off before completion by Computer Physicians, LLC due to clients need for computer returned before completion of repair.

**Hardware Replacement:** Any old parts/hardware will be returned to you when you pick up your computer. I understand that repair replacement parts may be new, used, and/or refurbished depending on the situation.

**Impact of Upgrades:** Please be advised that it is your responsibility to understand the impact of upgrades to the operating system, applications and utility software. Such upgrades can lead to incompatibilities and the possible loss of data. Computer hardware and software work together and incompatibility may not become apparent until a later date. You are responsible for contacting the manufacturer of your software and or hardware regarding compatibility issues before you request any upgrades.

**Liability:** Any time a computer is accessed, there is risk of damage including, but not limited to, permanent loss of data or programs, and total loss of function of the computer. This risk is increased when the computer has been infected with viruses, worms, or other malicious software. Computer Physicians, LLC liability for damage to your computer is limited only to any damage which is determined to be caused by Computer Physicians, LLC negligent acts or negligent omissions. Our liability for repairs is limited to the total price of the repairs. Be aware that certain repairs, including but not limited to virus and spyware removal, may damage software and/or data installed on your computer. This is to be expected and may require the re-installation of your operating system, programs, and data at an additional cost.

**Loss of Data:** Data is the most important part of a computer system because it is often irreplaceable. Due to the process of repair, data may get damaged or at worst, deleted. Computer Physicians, LLC is not responsible for the loss of any data which may occur while performing work on your computer. You are responsible for backing up your own data. You may request that Computer Physicians, LLC back up your data for you at the stated price; however, we do not guarantee any backup.

**Data Recovery:** If data recovery service is requested, I understand that, even if the data is successfully recovered, there is a possibility that individual files and directories on the disk may still be inaccessible due to wear and tear of damaged, malfunctioning, and/or old media.

**Privacy:** Our Technicians will not browse through your hard drive looking at your data; however, they may inadvertently see data during the course of their work. Please remove any personal or private files you do not want others to see.

**Scope of Work:** Computer Physicians, LLC will perform the work agreed upon when you bring your computer in for repair. You must authorize, either verbally, in writing or via an authorized email address, any additional work which may be required.

**Ownership:** You must own or be an authorized agent of the computer that you bring in for repair(s). Computer Physicians, LLC will return the computer only to its owner or authorized agent when the repair(s) are complete. You must own and demonstrate ownership of any software that is to be installed or re-installed on your computer by Computer Physicians, LLC by bringing in the original Software CDs and the appropriate keys and/or serial numbers. Computer Physicians, LLC is not responsible if client does not have original software CD/DVD ROMs, and client will be charged if software licenses are necessary.

**Right to Refuse:** In its sole discretion, Computer Physicians, LLC reserves the right to refuse work that it believes is beyond the scope of its ability or for other good cause.

**Abandonment:** If you do not pick up your equipment within thirty (30) days after we notify you that the requested service is complete, or do not make an arrangement with Computer Physicians, LLC to hold it longer, we will treat your equipment as abandoned. You agree to hold Computer Physicians, LLC harmless for any damage or claim for the abandoned property. Any and all charges are still your responsibility.

**Warranty:** Computer Physicians, LLC makes no warranty or guarantee as to the success of its attempts. We will demonstrate that the repair is complete at the time you pick up or we drop off your computer.

**The customer agrees:**

I certify that I am the expressed owner of the computer system described on the work order. In the event that I am found not to be the true expressed owner of this computer system, I assume all liability for any claim made as the result of the technical support rendered by Computer Physicians, LLC on this computer system, including those claims which assert negligence on the part of Computer Physicians, LLC/Steve Paulick.

I understand that Computer Physicians, LLC is not an authorized service dealer, and that technical support rendered by Computer Physicians, LLC may void manufacturer warranties for this computer system. Computer Physicians, LLC does not assume any liability or warranty in the event that the manufacturer warranties are voided. Further, I agree to release, indemnify, and hold harmless Computer Physicians, LLC from liability for any claims or damages of any kind or description that may arise from any computer work performed on my computer.

I understand that Computer Physicians, LLC offers no verbal or written warranty, either expressed or implied, regarding the success of this technical support.

I expressly waive all claims against Computer Physicians, LLC and it's owner (Steve Paulick) and any employees or sub contractors of any damages to this computer system or data that are incidental to the technical support rendered by Computer Physicians, LLC.

I fully understand that I, the owner of this computer, have backed up all information on the hard disk in which I want to preserve. I also understand that Computer Physicians, LLC is not responsible for any lost data, and waive any legal action against this company. I understand that the data on this computer is not the responsibility of Computer Physicians, LLC, and may be lost during the repair process without my prior knowledge.

I understand that Computer Physicians, LLC will assume ownership of items not claimed within 30 calendar days of the third notification attempt. I also understand that Computer Physicians, LLC will place a mechanics lien to cover any cost incurred to Computer Physicians, LLC after said period of time. I understand that as a result of submitting my personal computer for repair that it could be subject to loss, theft, damage, or data loss.

**MY SIGNATURE BELOW CONFIRMS THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND THAT A COPY OF THIS FORM CAN BE VIEWED ANY TIME ON OUR WEBSITE AT <https://www.computer-physicians.com/bill-pay/>**

**Printed Name:** \_\_\_\_\_ **Company Name:** \_\_\_\_\_

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