

***Future Solutions Now, Inc.***

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***P.O. Box 5193, Vancouver, WA 98668 Tel: 360-944-7561***

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ZIP \_\_\_\_\_

Customer Telephone: \_\_\_\_\_ Computer(model) \_\_\_\_\_

Windows : Seven Vista XP Pro XP Home Other \_\_\_\_\_

Login ID (if any) \_\_\_\_\_ Login Password (if any) \_\_\_\_\_  
(Not case sensitive) (Case sensitive)

Email address \_\_\_\_\_ Email Password \_\_\_\_\_  
(Not case sensitive) (Case sensitive)

Reason for Service \_\_\_\_\_

**This Agreement is between Future Solutions Now, Inc. and Customer for computer services.**

1. **Compensation for Services:** The price of this computer service is the sum of \$45.00 per hour plus any costs for materials or parts associated herewith. Payment is due at the time that services are rendered and accounts become Late if not paid in full after ten (10) days from the date of any invoice. Late accounts are subject to the imposition of a late fee calculated at 1.5 percent per month on the unpaid balance until the account is paid in full. Dishonored checks or checks returned unpaid for any reason are subject to imposition of a check handling charge of \$55.00. Future Solutions Now, Inc. shall have the right to refuse service to customer if customer's account remains unpaid for thirty days after the date of any invoice. This agreement does not obligate Future Solutions Now, Inc. or its agents to fix bugs in any software developed by third parties.

2. **Remedies:** It is agreed that it is understood and agreed that Future Solutions Now, Inc.'s liability whether in contract, in tort (including negligence), in strict liability or otherwise shall not exceed the return of the price of the services provided under this agreement, and under no circumstances shall Future Solutions Now, Inc. be liable for any special, incidental or consequential damages, including, but not limited to, personal injury, property damage, damage to or loss of equipment, lost profits of revenue, costs of renting replacements and other additional expenses, even if Future Solutions Now, Inc. has been advised of the possibility of such damages. The price of this computer services agreement is a consideration in limiting liability of Future Solutions Now, Inc. and its agents thereof.

3. **Assignment:** This agreement may not be assigned by customer without the prior written consent of Future Solutions Now, Inc. Future Solutions Now, Inc. may contract with reputable third parties for the services to be performed under this agreement.

4. **Governing Law:** This agreement shall be governed in all respects by and construed under the laws of the State of Oregon as such laws are applied to agreements between Oregon residents entered into and to be performed entirely within Oregon, and the parties agree to institute any litigation concerning the enforcement or interpretation of the agreement in the Oregon courts and to submit to the jurisdiction of such courts.

5. **Grammatical Changes:** In construing this agreement, it is understood that if the context so requires, the singular pronoun shall be taken to mean the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

6. **Attorney Fees and Costs:** In the event that any party commences litigation concerning the enforcement or interpretation of this agreement, the prevailing party shall be entitled to recovery of its reasonable attorney fees and expenses in such amounts as the trial court or appellate court, in the event the litigation is appealed, may determine.

I have read and understand the above terms and conditions of this service agreement and I agree to same.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_