

Fogdog IT, LLC

ENGAGEMENT CONTRACT

In this contract, first-person references such as “I,” “me,” “we,” “us,” “mine,” “our” and others refer to Fogdog IT, LLC, a California Limited Liability Corporation. Second-person references such as “you,” “your” and others refer to the recipient. References to “each of us” or similar indicate both you and us.

WHAT THIS CONTRACT IS FOR:

The purpose of this contract is to explain the terms and conditions under which we provide services to you. By engaging our services after reading and signing below, you expressly consent to the terms of this contract; you understand that if you do not so consent, we will not provide services to you.

WHAT YOU ARE PAYING FOR & HOW I BILL:

The essence of our service to you is our expertise made available to you at your request for a certain amount of time for which we charge you and you agree to pay the following hourly rates:

1. **\$175** an hour for onsite & remote support weekdays — **onsite** support billed in .10 hour increments with a 3 hour minimum; **remote** support billed in .10 hour increments; the remote minimum for clients who have used our services within 30 days is 18 mins; the minimum for all others is 36 mins;
2. **\$200** an hour for onsite & remote support Saturdays, Sundays and weekdays between 6:00PM & 8:00AM — **onsite** support billed in .5 hour increments with a 4 hour minimum; **remote** support billed in .5 hour increments with a 1 hour minimum;
3. **\$90** an hour for jobs requiring 30 or more mins travel to client location billed in .5 hour increments (you will not bill for travel time without advanced notification that a job requires travel time).

(Please note: I may change these rates/terms for future services upon seven days written or emailed notice and any new rate will be effective seven days from the date such notice is sent.)

Unless you purchase prepaid time or we have agreed **in writing** to do otherwise, you agree to pay us by personal or company check or in cash or via electronic payment each time we provide services to you for the first four (4) sessions of work performed **per calendar year**. After the initial four work sessions within the calendar year, you may pay for our services at the end of each session or you may opt to be invoiced. If you are invoiced, you agree we will receive your payment in **15 calendar days or less** from the date you are invoiced. A credit card must be submitted to be kept on file prior to any work being performed and any invoice outstanding 30 days or more will be paid with this credit card.

We will do our best to estimate how long individual tasks will take and to work as efficiently as possible. However, you understand that there are many unknowns and that any estimates provided are not binding. You understand that when troubleshooting is required, that process is one of trial and error and that a desired resolution may not be attainable. You may direct that we stop work after a certain amount of time and we will accept such direction; **however, regardless of if any task or tasks remain incomplete at the expiration of that time, you understand that this does not affect your obligation to pay our charges for the time spent.**

The time for which we bill you is not restricted to the time spent at your location or working with you remotely, but may include any time that we are actively working on tasks for you, including without restriction research, analysis, conferences, teleconferences, acquisition of hardware or software, travel time, and any other time spent by my personnel on your behalf. You also agree that we provide no warranty of any kind for any hardware or software purchased for you in this manner.

Initial _____

YOUR DATA AND WHO IS RESPONSIBLE FOR ITS BACKUP:

You are responsible for backup of all your data both prior to and after any support we may provide. We may advise, configure, monitor or troubleshoot issues regarding your backup, but **you remain solely and wholly responsible for your data, it's backup and any loss that occurs in the event of backup failure.**

HOW CONFIDENTIALITY IS HANDLED BETWEEN US:

Each of us agrees that information identified as "confidential information" shall not be revealed to any other party except as strictly necessary in the course of the work performed. Information which is in the public domain or which is independently developed shall not be considered confidential.

OUR EMPLOYMENT RELATIONSHIP & HOW TAXES ARE HANDLED:

You understand that we have multiple clients and that, because of this, we schedule our time to provide the best possible service to all our clients. Because of this, and because we agree that there is no employer/employee relationship between us, you agree that you have no expectation that we will spend full time, or any specific hours, on tasks for you except as necessitated by the nature of the tasks, or that we will perform any task in any specific manner or that we will be required to hire any particular person in order to accomplish it.

All terms, conditions and requirements of this contract apply to all employees and contractors of Fogdog IT, LLC. Payment for work performed by any additional consultants must be made to Fogdog IT, LLC.

You agree that you will pay any and all taxes, except income taxes, imposed or assessed because of the services we perform for you, including but not limited to sales or use taxes.

If you are not an individual, the person signing this letter declares that they are fully authorized to engage our services and agrees on your behalf that all charges and any necessary reimbursements will be paid by you.

Should you have any questions concerning the terms of this letter, please feel free to contact me prior to signing it.

Very truly yours,

Fogdog IT, LLC

Justen Wattenbarger
President

I acknowledge receipt of a copy of this letter, and agree to its terms and conditions.

Name

Signature

Date