



MONTHLY MAINTENANCE CONTRACT

THIS CONTRACT is made and entered into on February 07, 2022, by and between Computer Systems Depot Inc (the "Service Company"), whose address is 5601 NW 13 Street, Lauderhill, Florida 33313, and 18th Hole Association (the "Customer"), whose address is 3900 Inverrary Blvd, Lauderhill, Florida 33319.

WHEREAS Computer Systems Depot Inc. is a company engaged in the business of servicing and maintaining Office Computers and is willing to provide such services to Customer as per the terms herein.

WHEREAS Customer desires to have Computer Systems Depot Inc. furnish maintenance on the following:

Technical support & preventative maintenance services during the service hours at intervals necessary to keep the Equipment in good working condition.

- Security Fixes, Patches, Service Packs
- On call Support, Tele- Support, Mail Support,
- Preventative maintenance – periodic checks on your system before problems occur
- Protecting from hackers, Trojans and viruses with Firewall protection
- (Client need to purchase Firewall, Firewall integration costs extra)

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. Maintenance Services.

Computer Systems Depot Inc. shall maintain and service the following list of equipment (the "Equipment"):

- Workstation 1 Manager Computer
- WorkStation 2 Office Assistant Computer
- Office Laptop

Computer Systems Depot Inc shall provide scheduled preventive maintenance during regular business with the schedule to be based on the specific needs of the Equipment as determined by

Computer Systems Depot Inc. In addition, Computer Systems Depot Inc shall provide unscheduled remedial maintenance ("on-call service") as and when needed. Both scheduled and unscheduled service maintenance shall include the following as deemed necessary by Computer Systems Depot Inc.

- Regular services included in contract price:
- Additional services and other charges:

2. Excluded Services

Unless authorized in writing by the Customer, the Service Company shall not be required to make any of the following:

If the services described in this provision are authorized by the Customer, and if the Service Company agrees to perform them, an additional reasonable charge will be made for the service.

3. Trained Employees

Trained personnel directly employed and supervised by the Service Company will perform all services required by the terms of this Contract. The Service Company agrees that each of its employees will be properly qualified and will use reasonable care in the performance of his or her duties.

4. Working Hours

(a) The services required of the Service Company under this Contract, including emergency service, shall be performed during the regular working hours of its regular working days, consisting of 9:00 am to 5:00 pm, Monday - Friday, except as provided in (b) immediately below.

(b) If the Customer requests that the Service Company perform any of its services at times other than during its regular working hours, then for the services performed outside the regular working hours ("overtime hours"), the Customer shall be charged at \$125.00 per hour as adjusted periodically to compensate for changes in the cost of labor.

5. Contract Price

(a) The Customer shall pay the Service Company at the rate of \$75.00 monthly for the regular services to be performed under this Contract. The Annual rate will be \$975.00 per year.

(b) The amount specified in (a) above shall be adjusted annually to reflect any changes in the Service Company's cost of labor. 0 percentage of the contract price shall be increased or decreased on each anniversary of the commencement date of service under this Contract with the percentage of increase or decrease in the straight-time hourly cost (which means the straight-time hourly labor rate, including fringe benefits) for the month within which the anniversary of the commencement of service under this Contract falls as compared with the straight-time hourly cost for the month within which the commencement date of service under this Contract falls.

(c) The amount specified in (a) above shall be adjusted annually to reflect any changes in the costs of the parts, equipment, and materials supplied by the Service Company under this Contract. 0 percentage of the contract price shall be increased or decreased on each anniversary of the commencement date of service under this Contract by the percentage of increase or decrease in the costs of the parts, equipment, and materials. (d) Amounts due to Service Company will be billed to Customer on an annual basis and will be due and payable within 30 days thereafter.

6. Term of Contract

The term of this Contract shall commence on February 01, 2022, and shall continue in full force and effect until it is terminated. Either party, by giving 30 days written notice to the other party, may terminate this Contract either at the completion of the first 2 years of service under this Contract or at the end of any subsequent year. In any event, this Contract shall be in effect for a minimum of 1 year.

7. Miscellaneous Provisions

(a) **Applicable Law:** This Contract shall be construed under and in accordance with the laws of Florida, and all obligations of the parties created under this Contract are performable in Broward County, Florida.

(b) **Parties Bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.

(c) **Legal Construction:** In the event, any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(d) **Prior Contracts Superseded:** This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.

(e) **Amendments.** This Contract may be amended by the parties only by a written Contract.

8. Signatures

This Contract shall be signed on behalf of Computer Systems Depot Inc by Belinda Williams, its Vice President, and on behalf of 18th Hole Association by Authorized Board Member or Assigned Designated Party.

Why Us

- Faster response time
- Regular maintainance
- Experienced and well-trained technicians
- Located 3.3 miles away

- Most Competitive prices in the industry

SERVICE COMPANY

Computer Systems Depot Inc

By: _____

Belinda Williams, its Vice President

Date: _____

CUSTOMER

18th Hole Association

By: _____

Authorized Board Member

Date: _____