



Personal Computer Repair Waiver
Payment Guarantee, Release and Indemnity and Acceptable Use Policy

(by signing below I agree to the following):

Acknowledgment

This Lutchen Computer Services aka LutchenPC D/B/A David Lutchen Terms of Service (“Service Terms”) is provided to you (“Customer”) in connection with LutchenPC service that Customer has purchased (the “Service”). These terms and conditions comprise the entire agreement between Customer and David Lutchen with respect to the Service.

I authorize David Lutchen D/B/A Lutchen Computer Services to perform work on my computer. I understand that David Lutchen has been trained to perform computer hardware and software work, but David Lutchen is not an authorized service dealer.

I certify that I am the expressed owner of the computer system described in this document. 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 David Lutchen. on this computer system, including those claims which assert negligence on the part of David Lutchen.

I understand that technical support rendered by David Lutchen may void manufacturer warranties for this computer system. David Lutchen does not assume any liability or warranty in the event that the manufacturer warranties are voided.

I understand that David Lutchen offers terms of service at www.lutchenpc.com otherwise no verbal or written warranty, either expressed or implied, regarding the success of this technical support.

I expressly waive all claims against David Lutchen for any damages to this computer system or data that are incidental to the technical support rendered by David Lutchen. The liability of David Lutchen is strictly limited to those damages to this computer system or data that are due to negligence on the part of David Lutchen while technical support is being rendered.

Payment

Unless stated in writing otherwise, all fees and charges are nonrefundable. David Lutchen may change the fees and charges then in effect, or add new fees or charges, by giving Customer notice in advance with their (Customer) permission.

Data Loss & Other Liability

It is Customer’s responsibility to back-up the software and data that is stored on Customer’s computers, hard disk drive(s), and/or on any other storage devices Customer may have. David Lutchen is not responsible for any data loss, corruption or alternation which may occur as a result of work done on my computer.

Indemnification

Customer agrees to indemnify, defend, and hold harmless David Lutchen D/B/A Lutchen Computer Services from and against any and all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, liens, encumbrances, security interests, settlements, judgments, and other expenses, (including but not limited to cost of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, including, but not limited to, damage or destruction to property, injury (including death) to any person or persons, which are asserted against, incurred, imposed upon or suffered by David Lutchen by reason of, or arising from: (a) Customer's breach of this Agreement; (b) Customer's actual or alleged infringement of any patent, copyright, trademark, trade secret or other property or contract right of any other person; (c) Customer's actual or alleged failure to promptly pay sums due David Lutchen or third parties; (d) Customer's failure to comply with applicable laws, regulations or ordinances; or (e) the acts or omissions of Customer (or its officers, directors, employees or agents).

Printed Name

Signature

Date

1 Computer system is defined as: Hardware (CPU enclosure, mouse, keyboard, printer, monitor and associated cables), software (operating system software, applications software and related software) and the additional physical devices specified in the comments box on the front of this document.

2 Data is defined as: Any information not part of operating system software, applications system software or related software that is stored on the computer system described in this document or on any device that interacts with the computer system described in this document.