



Chris Mospaw – “Chris the Computer Guy”

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New Braunfels, TX 78130
(830) 743-6425
chris@mospaw.com

CLIENT SERVICES AGREEMENT

Chris Mospaw, "Chris the Computer Guy"
New Braunfels, Texas

Effective Date: _____

Thank you for choosing Chris the Computer Guy for your computer and technology needs.

This Client Services Agreement ("Agreement") is between Chris Mospaw, doing business as Chris the Computer Guy ("Consultant"), and the person or business receiving services ("Client").

By signing this Agreement, or by requesting and accepting services after receiving it, the Client agrees to these terms.

SERVICES

Consultant provides computer and information-technology support, consulting, troubleshooting, installation, repair, networking, cloud services, technical training, and related services. Services may be performed remotely, at the Client's location, at Consultant's location, or at another agreed location.

The exact work performed will depend on what the Client requests and what Consultant reasonably determines is necessary to perform that work.

RATES AND BILLING

The standard labor rate is \$110 per hour.

Labor is billed in 15-minute increments.

On-site appointments have a minimum labor charge of one hour.

Remote support has a minimum labor charge of 30 minutes.

After the minimum charge, additional time is billed in 15-minute increments.

Any different rate, fixed-price arrangement, or other billing arrangement must be agreed upon in advance.

ESTIMATES AND ADDITIONAL WORK

Any expected cost or amount of work discussed before service begins is an estimate, not a guaranteed or fixed price.

Estimates are based on the information available at the time and may change if additional problems, required parts, unexpected complications, or additional work are discovered.

If Consultant believes the work will substantially exceed an estimate, Consultant will make a reasonable effort to contact the Client and obtain approval before continuing with the additional work.

Approval may be given in writing, by email, or by text message.

TRAVEL TIME

There is no mileage charge. Travel to an on-site appointment is billed at the standard hourly rate.

Travel begins when Consultant leaves home or the previous Client's location, whichever is closer to the next Client.

If Consultant returns directly home after the appointment, return travel is billed at one-half of the standard hourly rate.

Travel time will not be billed to more than one Client for the same period of time.

PAYMENT

Payment is due when services are completed and an invoice is presented unless a different arrangement has been agreed to in advance in writing.

Accepted payment methods will be shown on the invoice.

SOFTWARE, SUBSCRIPTIONS, AND LICENSES

Software supplied or installed by Consultant will be properly licensed.

If Consultant purchases software, licenses, subscriptions, or other digital products for the Client, the Client will reimburse Consultant for the actual amount paid. No markup will be added.

Consultant's time spent researching, purchasing, configuring, or installing these products is billed at the standard labor rate.

The Client must approve purchases before they are made. Approval may be given in writing, by email, or by text message.

Software, subscriptions, and other third-party products remain subject to the licensing terms, warranties, policies, and conditions of their manufacturers or providers.

HARDWARE AND OTHER PURCHASES

If Consultant purchases computers, components, networking equipment, peripherals, supplies, or other hardware for the Client, the Client will reimburse Consultant for the actual amount paid. No markup will be added.

Consultant's time spent researching, purchasing, configuring, delivering, or installing hardware is billed at the standard labor rate.

The Client must approve purchases before they are made. Approval may be given in writing, by email, or by text message.

Any manufacturer or seller warranty remains with the Client when applicable. Consultant does not provide a separate warranty on products manufactured or sold by another company.

CLIENT DATA AND BACKUPS

Computer repair and technology work sometimes involve a risk of data loss, corruption, or other unexpected problems.

The Client is responsible for maintaining appropriate backups of important files, photographs, documents, account information, and other data before service begins whenever reasonably possible.

Consultant will use reasonable care when working with Client equipment and data, but cannot guarantee that data will never be lost, damaged, corrupted, or made inaccessible.

If the Client does not have an adequate backup, Consultant may recommend creating one before performing work that presents a meaningful risk to the Client's data.

If the Client asks Consultant to create, recover, transfer, or verify a backup, that work is billed as normal service time.

Consultant is not responsible for data that was already missing, damaged, corrupted, infected, inaccessible, or otherwise compromised before work began.

PRIVACY AND CONFIDENTIALITY

Providing computer support may occasionally require Consultant to access files, accounts, passwords, network settings, email, cloud services, or other private information.

Consultant will access only information reasonably necessary to perform the requested work and will treat non-public Client information as confidential.

Client information will not intentionally be disclosed to another person or business except:

- when reasonably necessary to perform a service requested by the Client;
- when authorized by the Client;
- or when disclosure is required by law.

Whenever practical, the Client should enter passwords, authentication codes, and other sensitive credentials directly rather than providing them to Consultant.

If credentials must be provided to perform the work, Consultant will take reasonable precautions to protect them and will not intentionally retain them longer than reasonably necessary.

Consultant will not intentionally copy, review, or retain the Client's personal files except as necessary to perform the requested service.

THIRD-PARTY PRODUCTS AND SERVICES

Consultant may recommend, install, configure, troubleshoot, or assist with products and services provided by other companies.

Consultant is not responsible for failures, outages, defects, policy changes, discontinued products, lost accounts, security incidents, price changes, or other actions involving third-party products or services that are outside Consultant's reasonable control.

Any warranties provided by a hardware manufacturer, software company, Internet provider, cloud provider, or other third party remain between that provider and the Client.

SERVICE AND WORKMANSHIP

Consultant will perform services in a professional and reasonable manner.

Technology problems do not always have a guaranteed solution, and Consultant cannot promise that every problem can be repaired, recovered, or resolved.

Consultant also cannot guarantee uninterrupted operation or the future performance of hardware, software, Internet services, networks, cloud services, or other technology.

If the Client believes a problem was directly caused by work performed by Consultant, the Client should notify Consultant within 14 days after the work was completed.

If Consultant determines that the problem resulted directly from Consultant's work, Consultant will make a reasonable effort to correct that work without an additional labor charge.

This does not cover:

- new or unrelated problems;
- hardware or component failures;
- malware or security incidents occurring after service;
- changes made by the Client or another person after service;
- changes or failures involving third-party products or services;
- or problems outside Consultant's reasonable control.

EQUIPMENT LEFT WITH CONSULTANT

The Client may occasionally leave computers, drives, networking equipment, or other property with Consultant for diagnosis, repair, configuration, data transfer, or other services.

Consultant will use reasonable care while the equipment is in Consultant's possession.

When the work is completed, declined, or otherwise ended, Consultant will notify the Client that the equipment is ready to be picked up or returned.

The Client is responsible for arranging pickup or return within 30 days after that notification.

If the equipment remains unclaimed after 30 days, Consultant will make a reasonable effort to send a final notice using the Client's available email address, telephone number, or text-message contact information.

The final notice will give the Client at least 10 additional days to arrange pickup or return.

If the Client does not respond or reclaim the equipment after that period, Consultant may, to the extent permitted by applicable law, consider the equipment abandoned and recycle or otherwise dispose of it.

Consultant will not charge a storage fee unless the Client agrees to one separately in advance.

Before disposing of abandoned equipment containing a hard drive, solid-state drive, memory card, or other data-storage device, Consultant will make a reasonable effort to securely erase the Client's data or physically destroy the storage device so that the data cannot reasonably be recovered.

Consultant is not required to maintain or preserve data from equipment that has been abandoned under this section.

The Client may contact Consultant before the deadline to request additional time. Any extension must be agreed upon by both parties.

LIMITATION OF LIABILITY

Consultant will use reasonable care in providing services, but computer and technology work involves risks that cannot always be eliminated.

To the extent allowed by law, Consultant will not be responsible for indirect, incidental, special, or consequential losses, including lost profits, lost business opportunities, loss of use, or losses resulting from interruption of service.

Except where the law does not allow liability to be limited, Consultant's total liability arising from a particular service will not exceed the amount the Client paid Consultant for the service that gave rise to the claim.

Nothing in this Agreement limits responsibility for fraud, willful misconduct, gross negligence, or any other liability that cannot legally be limited.

MORE THAN ONE CLIENT

If two or more people or businesses jointly hire Consultant for the same work, each is responsible for payment and the other obligations relating to that work.

Consultant may accept full payment from any of them without being required to collect a particular share from each person or business separately.

TEXAS LAW

This Agreement is governed by the laws of the State of Texas.

Any legal proceeding relating to this Agreement must be brought in a court having proper jurisdiction and venue under applicable law.

SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in effect.

If possible, the invalid provision will be interpreted or modified only as much as necessary to make it enforceable while remaining as close as reasonably possible to its original purpose.

COMPLETE AGREEMENT

This Agreement contains the general terms governing services provided by Consultant to Client.

Any change to these terms must be agreed to in writing by both parties. Email, text message, electronic signature, or another written electronic acknowledgment may be used where appropriate.

A written estimate, project agreement, statement of work, invoice, or other project-specific document may contain additional terms for a particular job.

If a project-specific written term conflicts with this Agreement, the project-specific term will apply to that particular job.

CONSULTANT

Chris Mospaw, Chris the Computer Guy

Consultant Signature _____

Chris Mospaw, chris@mospaw.com, (830) 743-6425

Date _____

Client Signature _____

Client Name / Company _____

Email _____ Phone _____

Date _____

Agreement ver. 2026.09.01