

Sterling Smart Solutions  
Retainer Terms of Service Agreement



**Sterling Smart Solutions Retainers** enjoy 25% off the regular service rate (\$100 /hr) on top of other cool perks, such as:

- Prioritized service over regular customers, depending on circumstances
  - **Prio Biz > Biz > Prio Res > Res**
  - **Prio Biz > Prio Res > Biz > Res**
- Regular default 1 hr minimum for service call, but adjusted for retainers
  - 15 min minimum remote sessions
  - 30min minimum on-site service
- Discounts on ending service instead of cancellation fees
  - Pay to zero gives you a 10% discount beyond retainer time & ending of 25% discount
  - Pay to current plus extra time to keep & maintain 25% off
  - Losing the adjusted minimum times outside of retainer, 1 hour minimum for the 10% off
- Ability to pay off equipment & own it, and expand your smart home capabilities
  - “alarm & smart” companies will LEASE you equipment without ever owning it
  - I say pay it off, expand, & make stuff really cool
- Advanced ticketing system for time tracking & customer history management
  - Notes database for continued assistance
  - the more we help the simpler things get
- Access to other trade craft sterling & team have to offer
  - We fix more than just computers, for more information check out our websites :
    - <https://www.SterlingSmartSolutions.com>
    - <https://www.SterlingSmartSolutions.com/promo>
    - <https://shop.SterlingSmartSolutions.com>

If you use more than 1 hour you must pay to current & can add additional time to maintain retainer status. Remainder time will be reflected in SSS ticketing database. Failure to maintain subscription status would mean that after the subscribed time is used up, each additional hour is discounted to 10% instead of 25%, as a thank you for subscribing. Remote service is preferable if all parties able, as it can lead to quicker resolutions.

Example 1: if pre paid 1 hour, & 2 hours spent onsite, can add at the discounted rate but would need carryover to maintain retainer status & 25% discount, else the extra hour would be charged at 10% discount. If paying extra, whole time billed at 25% discount, if paying to zero, only gets 10% discount beyond the subscribed time.

Example 2: that 2<sup>nd</sup> hour would be charged at \$90 instead of 75. To get the \$75 per hour discounted rate customer must either subscribe or prepay an extra hour, i.e. maintain subscription status; paying to zero with no subscription eliminates the 25% service rate.

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1 Hour of labor able to break up into :

- FOUR (4) FIFTEEN (15) MINUTE remote sessions
- TWO (2) HALF-HOUR sessions IN PERSON / ON-SITE.

Regular service rates are \$100 per hour, remaining subscribed gives you

- 25% off service rates if maintaining extra retainer time
- 15 minute minimum remote service (regular 1 hour minimum)
- 30min on-site service (regular 1 hour minimum)
- Priority service for Business & Residential
- 10% off service rates if retainer time ends & you just want to pay to current
  - 1 Hour minimum at 10% off, losing the minimum adjusted time tables

Priority Business means priority over new or regular business / residential customers not on subscription status. Extenuating circumstances & commercial / business clients would still take priority over priority residential customers, such as in the event of an outage or some other severe event.

Priority Residential means priority over new or regular residential customers not on subscription status. Extenuating circumstances & commercial / business clients may still take priority over priority residential customers such as in the event of an outage or some other severe event.

We repair everything from computers to lawn mowers, laundry machines to the stove tops & we even trim trees & build gardens. If you're not sure if we repair that, hit us up & let's find out! If we're not sure if we can fix it, let us check it out & see.

## TERMS OF SERVICE AGREEMENT FOR IT RETAINER SERVICE

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY BEFORE USING OUR RETAINER SERVICE.

### 1. INTRODUCTION

This Terms of Service Agreement (the "Agreement") is a legally binding agreement between you ("you", "client" or "user") and Sterling Smart Solutions ("we", "us", or "our"), the provider of Retainer Service (the "Service"). This Agreement governs your use of the Service and all related services provided by us.

### 2. DESCRIPTION OF SERVICE

The Service provides you with support and consultation services, including but not limited to software installation, troubleshooting, data backup, and system maintenance. The Service is provided on a retainer basis, with the client paying a monthly or quarterly fee for a predetermined number of hours of support.

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3. ACCEPTANCE OF TERMS

By using the Service, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you should not use the Service. We reserve the right to modify this Agreement at any time, without notice to you. Your continued use of the Service after any modifications to this Agreement will constitute your acceptance of such modifications.

4. PAYMENT

You agree to pay us the retainer fee in advance for the number of hours of support agreed upon. If additional support hours are required, you will be billed for those hours separately. Payments must be made in accordance with the payment schedule agreed upon by the parties.

5. TERM AND TERMINATION

This Agreement shall remain in effect until terminated by either party. Either party may terminate this Agreement upon written notice to the other party. Upon termination, we will provide you with any necessary passwords and data relating to your use of the Service. Any fees paid for unused support hours are non-refundable.

6. WARRANTIES AND REPRESENTATIONS

We represent and warrant that we will provide the Service in a professional and workmanlike manner. We do not warrant that the Service will be error-free or uninterrupted. You represent and warrant that you have the legal right to enter into this Agreement and to use the Service.

7. LIMITATION OF LIABILITY

In no event shall we be liable to you or any third party for any indirect, special, consequential or punitive damages, including lost profits or lost data, arising out of or in connection with the Service, even if we have been advised of the possibility of such damages. Our liability to you or any third party, under any circumstances, shall be limited to the fees paid by you to us for the Service during the six (6) months preceding the claim.

8. INTELLECTUAL PROPERTY

All intellectual property rights in the Service, including but not limited to software, trademarks, copyrights, and patents, are the property of us or our licensors. You agree not to copy, modify, or distribute any part of the Service without our prior written consent.

9. CONFIDENTIALITY

During the term of this Agreement and thereafter, you and we agree to keep confidential all confidential information disclosed by the other party, including but not limited to trade secrets, business plans, customer lists, and financial information. This obligation shall not apply to information that is in the public domain or that the receiving party can demonstrate was already in its possession prior to disclosure.

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10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which we are located, without regard to its conflict of law provisions. Any legal action or proceeding arising out of or in connection with this Agreement shall be brought exclusively in the courts of that jurisdiction.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and us with respect to the Service and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties. Any amendments to this Agreement must be in writing and signed by both parties.

12. ASSIGNMENT

You may not assign this Agreement or any of your rights or obligations hereunder without our prior written consent. We may assign this Agreement or any of our rights or obligations hereunder to any third party without notice to you.

13. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. (no take backsies)

14. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of the right to enforce that provision in the future.

15. NOTICES

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered personally, or when mailed by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth on the first page of this Agreement or to such other addresses as the parties may designate in writing.

By using the Service, you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. If you do not agree to the terms and conditions of this Agreement, do not use the Service.

\_\_\_\_\_ Hour(s) Beginning date : \_\_\_\_\_ Ending date (unless used) : \_\_\_\_\_

I Agree to terms,

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Feel free to check out our merch & promos going on at the links below:

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