



Name: _____ Member#: _____ Date: _____

Bay East will troubleshoot and/or repair two personal computers during the calendar year at no charge. A fee of \$75 may be charged for all other computer repairs in excess of the two free repairs.

_____ Initial here

I certify that the computer being dropped off is used in my business to access the Paragon MLS.

_____ Initial here

The time required by the Bay East technical staff to troubleshoot/repair a computer is 2-3 working days. Computers requiring parts may take additional time and cost.

_____ Initial here

Computer Brand/Model: _____ Serial #: _____ Power Supply Y N

Contact phone #: _____ Alternate #: _____

User Name: _____ Password: _____

Description of issue: _____

Member acknowledges and agrees that the provision of MLS hardware and software installation and technical support services (the "MLS Technical Services") to the Member by Bay East Association of REALTORS® ("Bay East") shall be subject to the following limitation of liability and waiver of rights.

DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY

Bay East expressly disclaims any and all warranties concerning the MLS software program or the services to be rendered, whether express or implied, including (without limitation): (a) any warranty that the MLS software is error-free, will operate without interruption, or is compatible with all the equipment and software configurations; (b) any and all warranties of merchantability, and (c) any and all warranties of fitness for a particular purpose.

Bay East is not liable for any indirect, incidental, special, or consequential damages, including the loss of profits, revenue, data, or use or cost of procurement of substitute goods incurred by member from any third party, whether in an action in contract or tort or based on a warranty, even if Bay East or any other person has been advised of the possibility of such damages. Bay East's liability for damages shall not exceed the amounts actually paid by the member to it for the MLS technical services.

RELEASE

As consideration for the provision of MLS technical services by Bay East, I hereby agree that I, my assignees, heirs, distributes, guardians, and legal representatives will not make claim against, sue, or attach the property of Bay East on account of injury or damages resulting from the negligence or other acts, however caused, by any employee, agent, or contractor of Bay East as a result of the performance of the MLS technical services. I hereby release Bay East from all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, and legal representatives now have or may hereafter have for injury or damage (including property damage be it hardware, software, or data), or loss personal, professional, and / or confidential data or software, or business revenue, resulting from the provision of MLS technical services by Bay East or its agents or representatives.

_____ (initial) I understand that Bay East is not responsible for transferring of software/programs.

KNOWING AND VOLUNTARY EXECUTION

I have carefully read this acknowledgement and release, and fully understand its contents, I am aware that this is a release of liability and a contract between me and Bay East, and sign it of my own free will.

Executed at Pleasanton, CA on (date) _____ By (signature) _____

Pickup: _____ Date: _____

Member Signature _____

Receiving Technician's Notes: _____

Technician's Notes: _____

Called with diagnosis _____

Technician's Name: _____ ServiceDesk #: _____ Member Contacted: _____

Payment needed for part's installed: Yes __ NO __

Issues noted by receiving technician:

Notes:

Notes:

