

Mid-Hudson Library System
Contract for Services Rendered

This is an Agreement between the Mid-Hudson Library System (hereinafter referred to as "the Library System"), located at 103 Market Street in Poughkeepsie, NY, 12601, and _____ hereinafter referred to as "the Member Library"), located at _____.

The terms of the Agreement and the Scope and Manner of Services provided under this Agreement is for the duration of one year, from _____ to _____.

Under the terms of this Agreement, the Member Library engages the Library System to provide the services described under "Scope and Manner of Services" and agrees to a Payment of _____ to the Library System for these services. The "Payment" is to be made within 30 calendar days following the acceptance of this agreement by the Member Library and Library System.

Scope and Manner of Services

1. The Library System shall assist the Member Library in administering its computer.
2. The Member Library shall provide the Library System prior notice of at least 15 calendar days of any changes to the computer network or equipment listed in Appendix I.
3. The Library System shall respond by phone or email within one business day to contacts or calls by the Member Library regarding problems with the computer network, as diagramed, and including the hardware and software itemized, in Appendix I. The Library System will evaluate and report further action to the Member Library. If necessary, steps for further resolution may be scheduled at the Library System's discretion.
4. The Library System shall provide support by phone during the regular business hours of the Library System.
5. The Library System shall provide Email Support at techsupport@midhudson.org.
6. The Library System reserves the right to determine the most efficient and effective method to address and remedy problems with the computer network, run updates, and to support the computer network under the terms of this agreement.
7. The Library System may provide remote assistance to address and remedy problems with the computer network, run updates, and to support the computer network under the terms of this Agreement.
8. The Library System may need to visit the Member Library on site to address and remedy problems with the computer network. Up to 1 visits of up to ____ hours at a cost of \$300 per visit are covered under this Agreement.
9. The Library System will conduct up to ____ computer reformat/configurations of Member Library computers at the Library System at a rate of \$125 per computer.
10. On-site visits beyond those provided for under this Agreement shall be arranged and paid for at a rate determined by the Library System.
11. ILS service provided by the Library System to the Member Library is provided under a separate agreement and may lead to additional assistance provided under that agreement.
12. SAM service provided by the Library System to the Member Library is provided under a separate agreement and may lead to additional assistance provided under that agreement.

Other Terms

13. This contract shall be governed by the laws of the County of Dutchess in the State of New York and any applicable Federal law.
14. Any modifications to the terms of this Agreement must have written consent from both parties.
15. The Library System reserves the right to terminate this Agreement if changes to the computer network or equipment within the library go beyond the capacity of the Library System to fulfill the terms of this Agreement.
16. This Agreement may be terminated by either party by reason of a material breach hereof by the other party, following thirty (30) calendar days written notice and failure of the breaching party to cure breach.
17. Liability for any charges, payments, fees or expenses due to Library System that accrued prior to the termination date shall not be extinguished by termination, and such amounts shall be immediately due and payable on the termination date.

Limitation of Liability and Warranty

18. The Library System represents and warrants that it will perform all services with reasonable care and skill; any materials provided by the Library System to the Member Library under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.
19. Subject to the Member Library's obligation of payment for the Scope and Manner of Services provided by the Library System under this agreement, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the "Payment," which is .
20. To the extent it is lawful to exclude the following "heads of loss" and subject to the Member Library's obligation to the agreed payment for the services provided, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
21. No warranty real or implied shall arise from services rendered under this Agreement.

The parties hereto have caused this Agreement to be executed, as signed below.

Member Library Director

Date

Library System Coordinator for Technology

Date

Library System Director

Date