

Scott Bruder Service, Terms & Conditions

ScottB.ca – Master Hourly Support Agreement (Business Clients)

This Agreement is made between **ScottB.ca** (“Contractor”) and **the Client** (“Client”), collectively referred to as “the Parties.”

Scope of Services

ScottB.ca provides hands-on technical support and related services, including installation, inspection, service, troubleshooting, and training (the “Services”). All Services are provided **as available and by appointment**, subject to scheduling and resource availability.

Client Authorization

The Client confirms that they are the owner or an authorized representative of all systems and assets for which Services are requested. If the Client is not the authorized party, they accept full responsibility for any claims or damages arising from the provision of Services.

Service Rates and Billing

- Standard business rate: **\$160/hr** for on-site services performed between 7:00 a.m. and 7:00 p.m., Monday through Friday.
 - After-hours and emergency services: **\$320/hr**, defined as client-declared urgent issues requiring immediate response.
 - Minimum billing: **1 hour** per service visit. After the first hour, standard services are billed in **30-minute increments**; emergency/after-hours services are billed in **1-hour increments**.
 - Invoices are issued on the **first calendar day of each month** and are **due upon receipt**. Notices for non-payment will be issued **30 days after invoice date**.
 - Overdue accounts may result in suspension of Services. For accounts delinquent for more than **60 days with no communication**, ScottB.ca may restrict access to systems or assets as necessary to protect its resources.
 - Payment methods: preferred via **Interac e-transfer**, alternate arrangements require written agreement. Credit card payments require authorization and incur a **3% processing fee**.
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Hardware and Vendor Support

Hardware provided by ScottB.ca carries the **original manufacturer’s warranty**. Any work performed on behalf of the Client with manufacturers or third-party vendors will be billed at ScottB.ca’s standard rates.

Liability and Warranty

ScottB.ca will perform Services in a professional and workmanlike manner but provides **no express or implied warranties**, including guarantees of success.

ScottB.ca assumes no responsibility for failures, malfunctions, or issues arising from Services or implementations, including data loss, downtime, or consequential damages.

In all cases, the total liability of ScottB.ca shall be **limited to the total amount paid by the Client for the Services giving rise to the claim.**

ScottB.ca shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, revenue, or data, even if advised of the possibility of such damages.

Insurance

ScottB.ca maintains the following coverage:

- **Errors & Omissions Coverage:** \$500,000
- **Cyber & Privacy Breach Coverage:** \$250,000
- **Commercial General Liability:** \$2,000,000

Certificates of insurance are available upon request.

Confidentiality and Data Handling

ScottB.ca will not disclose or share Client information or data obtained during Services, except as required by law.

The Client is responsible for the **safety and security of their confidential information** stored on or transmitted through their systems.

ScottB.ca stores sensitive client information securely for the duration required to perform Services and does **not retain data long-term.**

This confidentiality obligation is **one-way:** Client data in ScottB.ca's possession will not be released or shared without permission.

Client Responsibilities

- Provide safe and timely access to systems, facilities, and equipment as required for Services.
- Maintain system backups prior to maintenance, upgrades, or repairs.
- Verify system functionality and data integrity after work completion.

Cancellation and Termination

- Cancellation of scheduled visits requires at least **24 hours' written notice.**
- Ongoing service agreements require **30 days' written notice** for termination.
- Termination does not relieve the Client of the obligation to pay for Services performed or expenses incurred prior to termination.

- ScottB.ca reserves the right to terminate Services immediately for non-payment, unsafe working conditions, or inappropriate conduct.
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Independent Contractor

ScottB.ca is engaged as an independent contractor. Nothing in this Agreement shall create an employment, partnership, or joint venture relationship.

Governing Law

This Agreement shall be governed by the laws of the **Province of Ontario**, and the Parties submit to the exclusive jurisdiction of its courts.

Entire Agreement

This document constitutes the full understanding between the Parties regarding Services and supersedes any prior discussions or agreements. Amendments must be in writing and signed by both Parties.

Signatures

ScottB.ca

Name: Scott Bruder

Title: Owner

Signature: _____

Date: _____

Client

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____