



# Customer Drop-off Form

6080 S. Hulen St. Ste 360-183

Fort Worth, Texas 76132

Phone: (817) 781-6940

Web: [www.DFWNerdHerd.com](http://www.DFWNerdHerd.com)

Email: [Support@dfwnerdherd.com](mailto:Support@dfwnerdherd.com)

## Ticket #:

Contact us for this!

<b>1: Fill Out This Form</b>	<b>2: Send us an email</b>	<b>3: Write Down Ticket Number (top of form)</b>	<b>4: Drop Off Tower or Laptop + Adapter</b>	<b>5: We'll Email You When We Receive It</b>	<b>6: We'll Bill You by Email When It's Ready</b>
<p>Contact us &amp; write-down the support ticket number given to you by the system or our staff.</p> <p><b>Any dropped-off equipment without a valid ticket number and this entire, signed form (both pages) is subject to daily storage fees.</b></p>		<p><b>Drop Off at:</b></p> <p><b>The UPS Store #0701</b></p> <p><b>6080 S. Hulen St. Suite 360</b></p> <p><b>Fort Worth, Texas 76132</b></p> <p><b>Specify for Box #183</b></p>		<p>Please indicate whether you want your computer equipment shipped back to you or</p> <p><b>dropped-off. Choose your method:</b></p> <p><input type="checkbox"/> I will pick it up at The UPS Store #0701</p> <p><input type="checkbox"/> I need it shipped to me (additional cost)</p> <p><input type="checkbox"/> I want it delivered to me (additional cost)</p>	

Estimates for approval, notifications and a copy of your Claim Ticket will be sent by email.

**You must keep your Claim Ticket to receive equipment!**

ORDER INFORMATION	
TICKET NUMBER:	DATE
CLIENT INFORMATION	
FIRST NAME	MI LAST NAME
ADDRESS	
CITY	STATE ZIP CODE
PHONE	EMAIL ADDRESS
PARTS RECEIVED	
<input type="checkbox"/> Desktop	<input type="checkbox"/> Laptop
<input type="checkbox"/> Keyboard	<input type="checkbox"/> Power Cord
<input type="checkbox"/> Mouse	<input type="checkbox"/> USB Device
<input type="checkbox"/> Netbook	<input type="checkbox"/> OS Disk
<input type="checkbox"/> All-in-One	<input type="checkbox"/> Software Disk
<input type="checkbox"/> Server	<input type="checkbox"/> PC Component
<input type="checkbox"/> (Other)	<b>*** Please ensure you record all equipment and serial numbers (below) that you are shipping. We are NOT responsible for any equipment not specifically listed. ***</b>
COMPUTER DESCRIPTION	DESCRIPTION ON PROBLEM
BRAND	SERIAL NUMBER
MODEL	COLOR
PRODUCT KEY	
USERNAME	PASSWORD
USERNAME	PASSWORD
USERNAME	PASSWORD

SERVICE TERMS FOR DROP-OFF SERVICE

**I. GENERAL.** (a) For good and valuable consideration for services to be rendered, I/Client certify/ certifies, understand and agree to these Service Terms (herein "Terms"). (b) I am/Client is the actual person referred to as or an authorized agent or signer for the account specified on this document as the "Client" (herein referred to as such) and have the legal authority and permission to bind Client, Client's agents, officers, directors, assigns, contractors and/or suppliers to these Terms. (c) Client certifies that Client is at least eighteen years old, or the age of majority, as determined by the laws of the Client's jurisdiction of residency, to assume the obligations set forth in these Terms. (d) Client wishes to engage DFW Nerd Herd, a subsidiary of Stark Source LLC and it's agents, officers, directors, assigns, contractors and/or suppliers (herein "DFW NERD HERD") to receive information systems consultation services (herein "Services") to be performed on Client's hardware, software and/or data (herein "Equipment").

**II. LIABILITY.** (a) Client understands and agrees that any and all Equipment may be damaged and Client acknowledges that the efforts of DFW NERD HERD may result in the destruction of or further damage to Equipment. (b) Client understands and agrees that due to the damaged condition of the Equipment, DFW NERD HERD will not assume liability for additional damage that may occur to Equipment as a result of attempting normal repairs. (c) Client will be advised when, during the course of diagnosis or actual repair of Equipment, when DFW NERD HERD recognizes the need for specialty Services not provided by, outside the scope of, or beyond the capabilities of DFW NERD HERD. (d) In absence of negligence, DFW NERD HERD will not be held liable for loss, destruction or damage of any kind resulting from Equipment which is lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise when custody is transferred to a third party, or for unauthorized use by others of such property beyond reasonable security measures employed by DFW NERD HERD. (e) DFW NERD HERD will not be held liable for typographical omissions or errors and will provide corrected information upon request by Client. (f) All parties will not be liable for failure to perform the party's obligations and no party is entitled to terminate this agreement if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign or domestic enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, telephone or internet connectivity service. (g) DFW NERD HERD accepts no responsibility or liability for any loss of Equipment that Client has neglected to specifically enumerate on this document.

**III. AUTHORIZATION TO PREMISES AND EQUIPMENT.** (a) Client certifies and warrants that Client has authorization to grant entry to DFW NERD HERD for performance of these Terms, whether regarding actual premises under Client's control or by connecting to Client's Equipment electronically. (b) Client certifies and warrants that DFW NERD HERD has unrestricted authorization to be on premises under Client's control or by connecting to Client's Equipment electronically for a period not to exceed one (1) year from the initial date of this Agreement or until all outstanding balances are paid, whichever is lesser. (c) DFW NERD HERD may from time-to-time carry concealed weapons under law, including deadly weapons, for legal purposes. Client certifies and warrants that DFW NERD HERD is authorized to enter and be present on premises under Client's control during the performance of these Terms unless Client provides at least a two (2) hour written notice that either Client wishes DFW NERD HERD to not carry such weapons or that such weapons may be illegal if present. (d) Client authorizes DFW NERD HERD to install remote administration software on and establish connections to Client's equipment for convenience purposes of Client. Client authorizes and grants DFW NERD HERD access to such equipment utilizing such software for the sole purposes of providing Services at Client's request, with or without Client being physically present and with or without Client's advanced knowledge of such connection being established. Client may remove such software at Client's discretion at any time utilizing their operating system's normal uninstall function, however, Client will have to reinstall such software for remote connections to occur in the future.

**IV. CHANGE OF ADDRESS OR ACCOUNT INFORMATION.** (a) Client must notify DFW NERD HERD within five (5) business days when any change in Client's name, billing address, mailing address, email address, telephone number, credit card or any and all other account information occurs which may affect DFW NERD HERD'S ability to properly service Client's account or provide timely notices.

**V. WARRANTIES.** (a) Client is fully responsible to create and maintain a full and current copy of all software and data contained on any Equipment for which Services are rendered upon or likely to be affected by such Services when rendered. DFW NERD HERD will not create or maintain a full and/or current copy of any and all software and/or data unless specifically requested by Client in writing and Client understands that the creation or maintenance of these copies may incur additional charges separate from any actual Services already requested. (b) Client certifies that Client has a valid license or other officially-provided and valid document for each and every Equipment that is normally issued one by its respective creator. (c) Client certifies that all Equipment is not stolen, embezzled or infringes any copyright holder's rights.

**VI. CONFIDENTIALITY.** (a) All parties shall not disclose to any third party any information not generally known or readily ascertainable by any third party unless otherwise provided for by these Terms for the duration of one (1) year starting from the date Services are requested or concluded, whichever is greater, unless otherwise provided by this Agreement. (b) Client acknowledges and understands that any and all illegal data, information or hardware found while Services are rendered may necessitate notification of appropriate authorities by DFW NERD HERD for any moral, ethical or legal reason. DFW NERD HERD will make its best effort to notify Client of any such notification before it is made. (c) Client understands and agrees that DFW NERD HERD may be legally compelled to provide information which is confidential by a court or operation of law. DFW NERD HERD will make its best effort to notify Client of any such compulsion unless DFW NERD HERD is legally required not to do so.

**VII. PAYMENTS.** (a) All payments shall be made in United States dollars (\$). (b) All payments are fully due upon completion of Services unless prior arrangements are made specifically in writing or paid in advance. (c) Client is responsible for paying all costs for collection of payment. (d) If any payment is made by Client using a credit card Client warrants and certifies that the card and/or information being used is owned by Client. (e) If Client submits credit card information for payment of services, Client gives explicit permission to charge such credit card for the amount specified. (f) No "payment in full" notation or other restrictive endorsement written on any payments will restrict DFW NERD HERD'S ability to collect all amounts owing. (g) DFW NERD HERD reserves the right to suspend or terminate any on-going Services, deactivate any Equipment and/or report any late payment or non-payment to credit reporting agencies.

**VIII. CONCESSIONS.** (a) If Client materially breaches any section of this Agreement or subclauses XII(b), XII(c), XII(d), XII(e), or any subclauses within section XIII are activated by operation of this agreement, Client hereby understands and agrees that Client will reimburse DFW NERD HERD for all used concessions as enumerated on the Work Order section of this Agreement entitled "Concessions". These concessions will be reimbursed in addition to, not in lieu of, any already due amount including any fees that may be assessed currently or in the future pursuant to this agreement.

**IX. CONSENT TO ACH TRANSACTIONS.** (a) Client agrees to the following statement for any payment made by paper draft: "By submittal of my payment by check, I authorize DFW NERD HERD to initiate either an electronic debit or to create and process a demand draft against my bank account whenever I send a check or provide my bank account information for payment of goods or services. The amount of the debit and bank account information will be used directly from the check and/or Client. I acknowledge that the origination of ACH transaction to my account must comply with the provisioning of United States law. This payment authorization is to remain in full force and effect until I notify DFW NERD HERD of its cancellation by sending written notice in such time and in such manner to allow both DFW NERD HERD and receiving financial institution a reasonable opportunity to act on it. (b) DFW NERD HERD provides notice to Client that payments made by check will be electronically converted, may withdrawal from Client's account within twenty four (24) hours of submittal and Client will not receive the check back from Client's financial institution.

**X. INSTRUCTIONS.** (a) Client warrants that any and all instructions provided on this document are final unless further instructions are made in writing in such time and in such manner to allow DFW NERD HERD a reasonable opportunity to act on it.

**XI. EQUIPMENT PURCHASES.** (a) At the direction of Client to purchase any Equipment, Client assigns all its right, title and interest and delegate all obligations, responsibilities and duties for such purposes to act on Client's behalf as their agent in such purchases. (b) Client is fully responsible for all sales or other taxes associated with Equipment purchases. (c) From time to time, DFW NERD HERD may provide a receipt or claim ticket that is provided to Client to claim any Equipment held in DFW NERD HERD'S custody for Services on behalf of Client. Client understands, agrees and acknowledges that unless other proof such as purchase receipts with Equipment serial numbers or similar is presented, DFW NERD HERD shall only require and be liable for ensuring the correct receipt or claim ticket is presented and has the matching, unique identifier as affixed to the Equipment as proof of ownership.

**XII. FEES.** (a) Where Client wishes to only have Equipment inspected to estimate a cost of Services, there is a fifty dollar (\$50.00) "diagnostic" fee for such inspections which will be applied to any Services Client wishes performed on the same Equipment. (b) Late charges accumulate daily and cumulatively at the rate of ten percent (10%) of the original invoice after five (5) days any balance is outstanding and Client acknowledges that this is a reasonable rate for DFW NERD HERD'S efforts to collect such outstanding balances. (c) Limited space is available to store Equipment and after five (5) days of notice given to Client take custody of their Equipment there will be a separate "storage" fee of three dollars (\$3.00) per day until Equipment is taken by Client. (d) Any and all refusals to honor any payments or reversal of charges (e.g. "chargebacks") by any bank or other financial institution of Client will incur a forty dollar (\$40.00) "returned payment" fee plus any and all costs to collect the outstanding balance. (e) Any appointments not canceled with at least two (2) hours notice before the scheduled appointment shall incur a twenty dollar (\$20.00) "cancellation" fee or a twenty dollar (\$20.00) "no show" fee if Client is not present at the scheduled appointment time.

**XIII. FORFEITURE OF EQUIPMENT.** (a) Client explicitly warrants that any and all Equipment not collected from DFW NERD HERD'S facilities within thirty (30) days of the associated invoice date shall be considered abandoned. (b) Client will be served written notice by common carrier or courier within the first fifteen (15) days. (c) DFW NERD HERD reserves the right to liquidate any abandoned Equipment to cover any outstanding balance including but not limited to Services rendered, any late fees or storage fees that have accrued. (d) In the event of liquidation of any abandoned Equipment, Client shall still be liable for any outstanding balances minus any liquidated amounts. (e) In the event of liquidation of any abandoned Equipment where a positive balance exists after any outstanding balances and no contact can be made with Client, DFW NERD HERD will follow procedures regarding abandoned property which may be returned to the State of Arizona pursuant to law.

**XIV. EXPRESS LIEN.** (a) An express lien is hereby acknowledged on the Equipment that this Agreement refers to in order to secure the amount of repairs and improvements thereto pursuant to ARS § 33-1021. (b) Client acknowledges and accepts to be served written notice regarding this lien by common carrier or courier that provides tracking or delivery confirmation on the service. (c) Client explicitly warrants that any and all Equipment associated with this Agreement where an outstanding balance exists and exceeds fifteen (15) days beyond the given date due, DFW NERD HERD has the right to seize any and all Equipment associated until payment is secured in full. (d) Client warrants and will defend explicit and unfettered access to any premises under Client's control or authority for the purposes of seizing such Equipment during normal operating hours immediately upon request to DFW NERD HERD, with or without advanced notice being given.

**XV. RECURRING AMOUNTS.** (a) Any and all Services designated as recurring on this document shall continue for the length of the initial term stated and at the end of the term will automatically renew for additional periods of the same length in perpetuity unless Client chooses to cancel prior to that renewal or the Services are canceled, terminated or discontinued by either party in writing. (b) Client's account will be automatically charged at the rates then in effect at the time of renewal. (c) Client may elect to cancel recurring Services at any time by a request in writing to DFW NERD HERD a minimum of thirty (30) days and allowing thirty (30) additional days for the request to be processed. (d) No amounts prior to the effective date of cancellation specified by (c) are refundable. All dates after the effective date of cancellation may be refunded at a prorated amount.

**XVI. ELECTRONIC SIGNATURE; DELIVERY OF DISCLOSURES AND NOTICES.** (a) If these terms are presented electronically, parties acknowledge and agree that the process adopted for agreeing to these Terms is executed and adopted by parties with the intent to sign the document. (b) Parties acknowledge and agree that the electronic security procedure will be Client's typed first and last name and storage of these terms with associated information as a whole which to which an electronic hash algorithm is applied to detect any changes. (c) Parties agree that any signatures obtained by facsimile or similar means are their true and correct signature as if physically signed and transferred to the other party. (d) Parties consent to electronic delivery of disclosures, notices, terms and conditions, and other documents electronically. (d) Parties may elect to receive physical documents by request in writing a minimum of thirty (30) days and allowing thirty (30) additional days for the request to be processed.

**XVII. DURATION OF TERMS.** DFW NERD HERD may assign Client's account and all rights and/or obligations hereunder to any third party without notice or any purpose, including collection of unpaid amounts, in the event of an acquisition, corporate reorganization, merger or sale of substantially all of DFW NERD HERD'S assets to another entity and Client consents to such assignment. (b) In the event of assignment Client must continue making all required payments to DFW NERD HERD in accordance with any terms provided to Client unless notified otherwise in writing by DFW NERD HERD. (c) DFW NERD HERD may terminate access to online services or Services at any time and without notice including due to violation of these Terms or any other policy posted on DFW NERD HERD'S online services. (d) Any specific terms that expressly or by their nature survive termination shall continue thereafter until fully performed. (e) Any terms relating to confidentiality shall survive termination of these Terms for the amount of one (1) calendar year from the date of Services commencing or concluding, whichever is greater.

**XVIII. USE OF CAPTIONS.** (a) Captions, paragraph headings or similar markings used herein are for convenience only and are not part of these Terms and shall not be used in the interpretation of these Terms.

**XIX. CHOICE OF VENUE.** (a) Parties agree that these Terms shall be governed by and construed according to the laws of the State of Arizona, United States of America and shall not be construed against the drafter. (b) Parties agree that any suit or action relating to these Terms shall be instituted and commenced exclusively in the federal, state or county courts in Arizona, United States of America. (c) If any court finds any provision of these Terms invalid or unenforceable, the remainder of these Terms shall remain in full force and effect and be interpreted so as best to effect the intent of Client and DFW NERD HERD. (d) Client acknowledges they have had an opportunity to review all statements, receive summary explanations of any specific point of these Terms, bargain any specific point of these Terms and have all statements in this document reviewed by independent counsel prior to affixing Client's signature.

Signature of Client's Agreement to Terms of Service \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE ATTACH BOTH PAGES TO YOUR COMPUTER