

This form maximizes Contractor revenue and reduces cost for new construction. This is the form you need if you are a Builder and you want to build a project from scratch.

Form Outline
Hardware Purchase Option Agreement

ARTICLE I - RECITALS AND DEFINITIONS

- Section 1.01 - Recitals
- Section 1.02 - Definitions

ARTICLE II - COMPUTER HARDWARE

- Section 2.01 - Option
- Section 2.02 - Sale of Computer
- Section 2.03 - Location
- Section 2.04 - Installation
- Section 2.05 - Acceptance of Computer
- Section 2.06 - Risk of Loss of Computer
- Section 2.07 - Maintenance

ARTICLE III - PAYMENT

- Section 3.01 - Price
- Section 3.02 - License Fee
- Section 3.03 - Costs
- Section 3.04 - Invoicing and Payment
- Section 3.05 - Taxes

ARTICLE V - WARRANTY

- Section 4.01 - Computer Warranty
- Section 4.02 - Location of Services
- Section 4.03 - Manufacturer Warranty
- Section 4.04 - Software Warranty
- Section 4.05 - Services Warranty
- Section 4.06 - [Name of Software]
- Section 4.07 - Response Time

ARTICLE V - INDEMNIFICATION AND REPRESENTATIONS

- Section 5.01 - Software Use
- Section 5.02 - Indemnification
- Section 5.03 - Authority
- Section 5.04 - Representations
- Section 5.05 - Unauthorized Access
- Section 5.06 - No Violation of Contract

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Have Questions?**
Call
904-285-2521 x25
for **FREE**
help with your form
selection.

Contract Review

**If you make
changes to your
contract and would
like to have it
reviewed by a
Technology Lawyer,
you can request a
review for a
Fixed Price.**

**See WebSite
for Details**

Section 5.07 - Delays

ARTICLE VI - INTELLECTUAL PROPERTY

Section 6.01 - Ownership
Section 6.02 - Reverse Engineering
Section 6.03 - Confidentiality
Section 6.04 - Copies
Section 6.05 - Continuation

ARTICLE VII - TERMINATION

Section 7.01 - Limitations
Section 7.02 - Cancellation
Section 7.03 - Termination
Section 7.04 - Equipment Return

ARTICLE VIII - MISCELLANEOUS

Section 8.01 - Assignments
Section 8.02 - Entire License
Section 8.03 - Amendments and Modifications
Section 8.04 - Severability
Section 8.05 - Captions
Section 8.06 - Counterparts
Section 8.07 - Governing Law
Section 8.08 - Notice
Section 8.09 - Pronouns/Gender
Section 8.10 - Bankruptcy
Section 8.11 - Waiver
Section 8.12 - Relationship of the Parties
Section 8.13 - Arbitration
Section 8.14 - Assurances
Section 8.15 - Litigation Expense
Section 8.15 - Material

**Remember: You are entitled to a FREE Consultation with a Technology Lawyer
with each form purchased.**

Top 10 Reasons Why You Should Use Our Contracts:

- Increase Sales -** Our contract templates for Sellers of Technology Services and Products structure the Seller/Buyer relationship to maximize revenue and increase sales for the Seller.
- Control Costs -** Our contract templates for Buyers of Technology Services and Products structure the Buyer/Seller relationship to give the Buyer control over the Seller budget and overall performance costs.
- Reduce Liability -** Our contract templates put cost control in your hands and include terms which will help you reduce liability and risk.
- Attention to Details -** Our contract templates are complete drafts that can be tailored to your needs. We offer free instructions, checklists and video walk-throughs highlighting key issues.
- Legal Experience -** We are a technology law firm that focuses on representing clients in e-Business. We have more than fifteen years of experience in technology law and serve as public advocates for technology policy issues.
- Draughon Lawyers -** Should you ever have a legal form or contract challenged, who better to represent you than the author of the contract? We provide free negotiating advice to help you accomplish your goals. We know our forms inside and out. What happens if you purchase a form elsewhere? You're on your own!
- Free Consultation -** Each form purchased includes a Free Consultation with a technology lawyer at Draughon Professional Association. [Click here](#) to learn more.
- No "Legalese" -** Our forms use short, compact sentence structures and definitions. Sections are topical and modular, typically requiring no more than 2-3 sentences each. This structure supports an understanding of the overall agreement as well as the meaning of each section. Agreements which are easy to understand and use are more easily drafted, negotiated and enforced.
- Advocacy -** Most of our contract templates are drafted to advocate the position of one side of the transaction. You pick the side of the transaction applicable to you!
- Contract Review -** If you make changes to your draft, you can have the revised agreement reviewed by a Draughon lawyer on a fixed price basis.