

Plumbing Contract

This Plumbing Contract (the “**Contract**”) is entered into _____ (the “**Effective Date**”), by and between _____, with an address of _____ (the “**Plumber**”) and _____, with an address of _____, (the “**Customer**”), (collectively the “**Parties.**”)

DESCRIPTION OF SERVICES. Beginning on _____, Plumber will provide to Customer the following plumbing and/ or HVAC services (collectively, the “**Services**”):

_____ at _____ (the “**Property**”).

SCOPE OF WORK. Apart from the above plumbing maintenance work required by Customer, Plumber shall conduct a general inspection of the following, but not limited to, for proper functioning and leaks:

- ___ Bathrooms: All sink, shower faucets, cabinets, toilets, and toilet tanks.
- ___ Kitchen: Faucet, garbage disposal function, wiring, under cabinet, and under dishwasher.
- ___ Outside: Hose bibs, sump pump, discharge line, and gas riser and meter.
- ___ Basement: All visible plumbing, all shut-off valves, and all gas lines.
- ___ Other: _____

PAYMENT. Payment shall be made to Plumber at _____, in the amount of \$ _____ upon completion of the services described in this Contract. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at ___ % per year, or the maximum percentage allowed under applicable laws, whichever is less. Customer shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Customer fails to pay for the Services when due, Customer has the option to treat such failure to pay as a material breach of this Contract, may cancel this Contract and/or seek legal remedies.

TERM. This Contract will terminate automatically upon completion by Plumber of the Services required by this Contract.

CHANGE ORDERS. Customer may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Customer agrees to pay any increase in the cost of the Plumbing services as a result of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, Plumber shall estimate the cost thereof and Customer shall pay the actual cost whether or not it is in excess of the estimated cost.

ACCESS. The Customer will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. The Plumber will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation.

PERMITS. Plumber shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government, the cost thereof shall be included as part of the Payment to the

Plumber under this Contract. The Customer will secure and pay for any easements, variances, zoning changes, necessary modifications of restrictive covenants, or other actions.

INSURANCE. Plumber shall maintain general liability, workers compensation and builder's risk insurance. Before commencing the work, Plumber shall furnish a certificate of that insurance to the Customer. The Customer shall maintain insurance covering the replacement cost of the improvements under this Contract in the event of loss through fire, casualty, storm or other disasters, and theft of materials from the site. Before work begins, the Customer will furnish a certificate of that insurance to the Plumber.

SURVEY AND TITLE. The Customer will indicate the property lines to the Plumber and will provide boundary stakes by a licensed land surveyor if the Customers are in doubt about the property boundaries. In addition, Customer shall provide Plumber documentation that Customer has title to the Property and shall provide Plumber copies of any covenants, conditions, or restrictions that affect the Property.

INDEMNIFICATION. Customer agrees to indemnify and hold Plumber harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Plumber that result from the acts or omissions of Plumber and/or Plumber's employees, agents, or representatives.

FINAL INSPECTIONS AND LIENS. Upon notification by Plumber of substantial completion of the work, Customer and Plumber shall inspect the work performed to identify any incomplete work or deficiencies in workmanship or materials. Customer shall pay Plumber any balance of the Contract price after any Plumber and/or Plumber's employees, agents, or representatives rectifies any deficiency found after the final inspection. Upon receiving the payment Plumber shall deliver Customer a release of all liens.

WARRANTY. Plumber shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Plumber's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to any Plumber on similar projects. That Plumber further warrants that materials to be used are of good quality. That Plumber will maintain all manufacturers warranties for the parts replaced or provided during the plumbing services. That Plumber provides a warranty for a period of 90 days for the plumbing services provided to Customer. That Plumber's warranties are limited to the cost of labor and materials only, and exclude ordinary wear and tear or abuse by others.

COMPLETION OF SERVICES. Upon the completion of the plumbing services by the Plumber, Plumber shall see to it that Customer's property is restored to the condition they were in prior to the entry by the Plumber, and the Plumber shall see to it that all portions used by the Plumber during the term of this Contract shall be broom clean and free of debris.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a) The failure to make a required payment when due.
- b) The insolvency or bankruptcy of either party.
- c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d) The failure to make available or deliver the Services in the time and manner provided for in this

Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become

valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of _____.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

[Plumber]

[Customer]

By:
Its:

By:
Its: