



Plumbing Contract

The Parties

This Plumbing contract ("Agreement") is entered into on _____,

by and between

_____ located at

_____ (hereinafter referred to as
"Client")

and

_____ located at

_____ (hereinafter referred to as
"Contractor").

Whereas Client is hiring the Contractor to perform plumbing services for Client;

Whereas Contractor agrees to perform the plumbing services for Client;

Now, therefore, in consideration of the foregoing premises, the Parties agree as follows:

Services

The Contractor agrees to provide the following services in the following location:

Address:

Services:

Materials

The following materials shall be required for the performance of the Contractor in this Agreement:

Item

Price

Quantity

Subtotal

Discount

Tax

Total (\$)

Compensation

In consideration for the Services to be performed, the Contractor is to be paid in the following manner;

Per hour: \$ _____/hour

Per job: \$ _____ for the completion of the Services

The Client agrees to pay 50% of the total contract price upon signing of this Agreement and the remaining balance of 50% shall be paid upon completion of the service rendered by the Contractor.

The Client also agrees to pay the full and final amount within _____ days after the completion of the Services.

Methods of Payment

The Contractor's acceptable payment methods are as follows (check all that apply):

Cash

Credit Card

Venmo

Zelle

Other

Late Payment

If a payment due by the Client is not made within the given period in "Compensation" provision, there will be a late fee that the Client shall be entitled to pay to the Contractor in the following manner;

A flat fee: The flat fee is equal to _____ for each day payment is late.

Based on Interest: Interest of _____% shall be charged on the outstanding balance due for each _____ payment is late.

Term

This Agreement shall terminate upon;

The completion of the Services by the Contractor.

Date of _____.

Change Orders

The Client is allowed to make changes to the Services that shall be provided by the Contractor from time to time during the term of this Agreement. Such modifications shall only be made by written "Change Order" signed by both parties. In the event the cost of a Change Order is not known at the time a Change Order is executed, the Contractor shall estimate the Cost thereof and the Client shall pay the actual cost whether or not it is in excess of the estimated cost.

Inspection of Services

If any of the Services performed by the Contractor with regard to the provisions of this Agreement herein are defective or incomplete, the Client shall be entitled to notify the Contractor at which time the Contractor shall promptly correct such work within;

_____ days upon the receipt of written notice.

Within a reasonable time period.

Liability Insurance

The Contractor agrees to bear all responsibility for the actions related to itself and its employees or personnel under this Agreement. The Contractor also agrees to obtain liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross liability ("Liability Insurance")

The minimum amount for the Liability Insurance shall;

Be a minimum amount of _____

Not have a minimum amount required

Access

The Client shall allow free access to work areas for the Contractor and its employees and vehicles and shall allow areas for the storage of materials and debris. Driveways shall be kept clear during the work hours for the movement of vehicles. The Contractor shall make reasonable efforts to protect the premises.

Permits

The Contractor shall apply for and obtain all necessary permits and regulatory approvals as may be required by the local authorities, the cost thereof shall be included as part of the Compensation under this Agreement. The Client shall secure and pay for any easements, variances, zoning changes, necessary modifications of restrictive covenants or other actions.

Default

The occurrence of any of the following shall constitute a material default under this Agreement:

- The failure to make a required payment when due.
- The insolvency or bankruptcy of either party.
- 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.
- 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 Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement 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 Agreement.

Indemnification

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

Warranty

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

Force Majeur

The Contractor shall not be held liable for loss, damage, or injuries caused by force majeure foreseen or unforeseen that is beyond their reasonable control or damage beyond their reasonable control. 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.

Independent Contractor

It is agreed that the Contractor will be considered an independent contractor for the purposes of this Agreement, that they will maintain their own independent business and furthermore will use their own tools and equipment in fulfilling the Agreement.

Taxes

Any taxes due as part of the Contractor providing their Services in this Agreement are the sole responsibility of the Contractor.

Additional Services

Any additional services ("Additional Services") must be requested by the Client in writing and are subject to rejection by the Contractor should said request be impossible or inconvenient to meet. Should a request for Additional Services be accepted, the Client agrees to pay for any and all fees charged by the Contractor for such.

Damage to Equipment

The Client will be responsible for any damage or loss to the Contractor's equipment due to misuse or theft by the Client or any guest of the Client and in the case of a force majeure event (including but not limited to fires, floods, inclement weather, and earthquakes).

Severability

No waiver by any party shall be considered as having been performed under the terms, conditions, and covenants herein unless such waiver is expressly made in writing and signed by the waiving Party.

Entire Agreement

This Agreement 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 Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

Non-Waiver

No waiver by any party shall be considered as having been performed under the terms, conditions, and covenants herein unless such waiver is expressly made in writing and signed by the waiving Party.

Governing Law

This Agreement shall be construed in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

Client Signature

Contractor Signature



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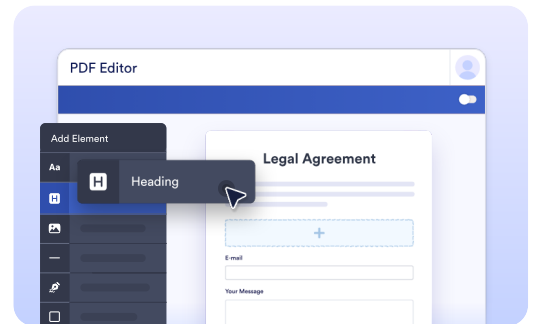
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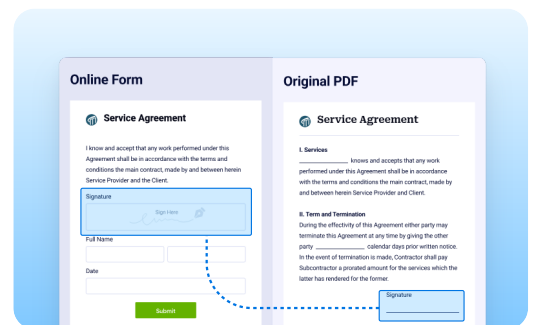
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