**ELECTRICAL SERVICES AGREEMENT**

This Electrical Services Agreement (the **"Agreement"**) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **"Effective Date"**) by and between:

| **CLIENT:** (the **“Client”**),Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email/Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **CONTRACTOR:** (the **“Contractor”**),Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email/Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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**SUBJECT OF THE AGREEMENT.** The Contractor agrees to provide the following electrical services (the **"Services"**) in compliance with all applicable laws and regulations to the Client: *(choose all that apply)*

* General maintenance of existing wiring.
* Repair of existing wiring.
* Replacement of electrical equipment.
* Emergency works.
* Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Voltage level: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Contractor shall begin providing the Services on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **"Start Date"**) and shall complete the Services: (*choose one*)

* on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **"Date of Completion"**)
* no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **"Date of Completion"**).

The Services shall be provided for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **"Property"**).

The Client grants the Contractor and the Contractor's team or subcontractors reasonable access to the Property for the purpose of performing the Services. The Client shall provide an accessible and safe work site for the Contractor to perform the required Services. The Client shall provide access to outside water sources, electrical outlets, and any other necessary utilities required to perform the Services.

The ☐Contractor ☐Client shall provide all equipment and tools necessary to perform the Services.

* The Contractor warrants that all materials used for the Services shall be of high quality and free from defects. The Client shall reimburse the Contractor for the cost of such materials. The Contractor shall provide the Client with copies of all receipts and invoices for materials purchased.

**CONTRACTOR'S OBLIGATIONS.** The Contractor shall take all necessary precautions to:

* Protect the Property and clean up all debris and equipment upon completion of the Services.
* Comply with electrical safety codes and regulations throughout the provision of the Services.
* Keep accurate records and documentation of inspections, maintenance activities, and repairs.
* Provide the Client with relevant documentation, such as certificates of compliance or completion, when applicable.
* Maintain effective communication with the Client regarding service-related matters.
* Ensure that the provided Services meet acceptable power quality standards, minimizing voltage fluctuations, harmonics, and interruptions.
* Collaborate with other contractors or tradespeople involved in construction or renovation projects to ensure seamless integration of electrical services.

**PAYMENT TERMS.** The Client agrees to pay the Contractor: *(choose one)*

* **a fixed amount** of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **"Amount"**) for the provided Services. ☐The Client undertakes to pay the Contractor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a prepayment (the **"Prepayment"**) within \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days after the Effective Date. The full payment is due within \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days after completion date (the **"Due Date"**) of the Services. ☐If the Client pays the total Amount in full within \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days of the Due Date, the Contractor shall grant the Client a discount of \_\_\_\_\_\_\_\_% of the total Amount.
* **an hourly fee** of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per hour, with the total compensation being calculated based on the number of hours worked by the Contractor (the **"Amount"**) for the provided Services. The Contractor agrees to provide the Client with accurate timekeeping records of the Services provided, which shall be used to calculate the total Amount payable to the Contractor. The Amount must be paid on the ☐daily ☐weekly ☐monthly basis. The Amount must be paid on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **"Due Date"**). The Contractor may suspend the Services until full payment is received.
* The Client agrees to pay the Contractor an overtime rate in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per hour.

All payments shall be made on or before the Due Date by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Cash/Check/ACH/PayPal/etc.)

* If the Client does not pay the Amount by the Due Date for more than \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days, the Client shall be liable to pay interest on the unpaid balance at the rate of \_\_\_\_\_\_\_\_% per day or at the maximum rate permitted by law, whichever is less.

The Client may retain \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a retention fee that shall be: *(choose one)*

* refunded to the Contractor.
* credited to the total Amount upon satisfactory completion of the Services.

The ☐Contractor ☐Client shall cover all taxes associated with the Services, including sales tax, use tax, and other applicable taxes.

The Contractor shall obtain all permits and cover all associated fees required to perform the Services. The Client shall cooperate and offer the Contractor reasonable assistance in obtaining any necessary permits, licenses, and regulatory approvals. ☐The Client shall reimburse the Contractor for the cost of such permits and fees upon receipt of an invoice confirming the expenses from the Contractor.

**TRAVEL AND LODGING.** If the Services require the Contractor to travel beyond \_\_\_\_\_\_\_\_\_\_\_\_\_\_ miles from the Contractor's place of business, the Client shall reimburse the Contractor for reasonable travel and lodging expenses.

**COMPLETION OF THE SERVICES.** Upon completion of the Services, the Contractor shall notify the Client that the Services have been completed and that all required inspections, tests, and approvals have been obtained (the **"Notification of Completion"**). The Client shall have the right to inspect and test the Services for compliance with the Agreement. If the Services are found to be defective or non-compliant with the Agreement, the Client shall notify the Contractor of such defects within \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days after receiving the Notification of Completion, and the Contractor shall rectify the issues within \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days after the Client's notification without an additional cost to the Client.

**RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement, during its performance, shall be interpreted to create an employment, agency, joint venture, or partnership relationship between the Contractor and the Client.

* **INSURANCE.** The Contractor shall maintain insurance coverage in amounts sufficient to cover any liability arising from its performance of the Services under this Agreement. This coverage includes general liability insurance, property damage insurance, and worker's compensation insurance. Before the commencement of the Services, the Contractor shall provide the Client with a certificate of insurance to confirm such coverage. All Contractor's sub-contractors shall maintain insurance coverage in amounts sufficient to cover any liability arising from the Services performance under this Agreement. This coverage includes general liability insurance, property damage insurance, and workers' compensation insurance.

**TERM OF THE AGREEMENT.** This Agreement shall commence on the Effective Date and shall continue until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated earlier under the terms of this Agreement. However, in no event shall the Agreement terminate before both Parties have fulfilled their obligations under the Agreement.

Either Party may terminate this Agreement at any time by giving the other Party \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days prior written notice.

Either Party may terminate this Agreement upon \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days written notice to the other Party if the other Party violates this Agreement and fails to rectify such violation within the specified notice period.

In addition, either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party becomes insolvent or files for bankruptcy.

Upon termination of this Agreement, the Client shall pay the Contractor for all Services satisfactorily completed by the Contractor through the date of termination.

* **LIABILITY AND INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Client, the Client's affiliates, agents, and employees against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from or related to the Contractor's performance of the Services under this Agreement, with the exception of claims, damages, losses, liabilities, costs, or expenses caused by the Client's negligence or willful misconduct. The Client shall indemnify, defend, and hold harmless the Contractor, the Contractor's affiliates, agents, and employees against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from or related to the Client's use of the Services provided by the Contractor, with the exception of claims, damages, losses, liabilities, costs, or expenses caused by the Contractor's negligence or willful misconduct.
* **WARRANTY.** The Contractor provides a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ months warranty (the **"Warranty Period"**) for the completed Services, effective from the date of the Services acceptance. The warranty covers defects in workmanship and materials used, as determined by the Client's inspection. The warranty does not cover damage or issues resulting from normal wear and tear, acts of nature, improper maintenance, alterations, or modifications made by the Parties other than the Contractor. The Client shall promptly notify the Contractor in writing of any defects or issues covered under the warranty within the Warranty Period. Upon receipt of a warranty notification, the Contractor shall promptly inspect and assess the reported issue. If the inspection confirms the presence of the covered defect, the Contractor shall undertake necessary repairs within \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days (the **"Cure Period"**) at no additional cost to the Client.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered personally or sent by registered mail, return receipt requested to the address or emails set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing.

Either Party may change its registered mail or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if sent by hand or courier service or on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ business day from the date of posting if sent by registered mail or email.

**FORCE MAJEURE.** Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Agreement if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, governmental regulations, or any other similar cause beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide reasonable proof of the cause of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days, either Party may terminate this Agreement by giving written notice to the other Party. In this case, neither Party shall be liable to the other Party for any damages arising from the termination of this Agreement.

**GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by and interpreted under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_. Any disputes resulting from or relating to this Agreement shall be exclusively resolved by the courts of the State of \_\_\_\_\_\_\_\_\_\_\_\_.

**CONFIDENTIALITY.** The Parties agree to keep all information disclosed during this Agreement confidential and not to share such information with any third party unless required by law. The Parties agree not to use the confidential information for any purpose other than what is necessary to fulfill their obligations under this Agreement.

This confidentiality clause shall remain in effect after the termination or expiration of this Agreement.

**SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect its validity or enforceability.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties and supersedes any prior oral or written agreements.

**WAIVER.** The failure of any Party to enforce a particular provision of this Agreement shall not constitute a waiver of their right to enforce that provision in the future.

**AMENDMENTS.** This Agreement may be amended or modified only by a written agreement signed by both Parties. Any amendments to this Agreement shall be binding only if they are documented in writing and signed by both Parties.

**BINDING EFFECT.** This Agreement shall be binding upon the Parties and their respective successors and assigns. Neither Party may assign this Agreement or any of its rights or obligations hereunder without obtaining prior written consent from the other Party, which cannot be unreasonably withheld.

* **ADDITIONAL TERMS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**Client’s Name and Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contractor’s Name and Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_