

# PLUMBING CONTRACT

This Plumbing Contract (the "**Contract**") is entered into on \_\_\_\_\_ (the "**Effective Date**") by and between:

**OWNER:**

**CONTRACTOR:**

(the "**Owner**"),

(the "**Contractor**"),

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

Representative: \_\_\_\_\_

Email/Phone number: \_\_\_\_\_

Email/Phone number: \_\_\_\_\_

**SUBJECT OF THE CONTRACT.** The Contractor agrees to provide the following plumbing services (the "**Services**") to the Owner at the property located at \_\_\_\_\_ (the "**Property**"), in compliance with all applicable laws, regulations, and building codes: *(choose all that apply)*

**Installation:** The Contractor shall install \_\_\_\_\_  
\_\_\_\_\_.

**Repairs:** The Contractor shall repair any leaks, clogs, or other malfunctions in the plumbing system.  This may include \_\_\_\_\_  
\_\_\_\_\_.

**Replacement:** The Contractor shall replace any plumbing fixtures, pipes, or other components of the plumbing system that are damaged, beyond repair, or no longer functioning.  This may include \_\_\_\_\_  
\_\_\_\_\_.

**Maintenance:** The Contractor shall perform routine maintenance of the plumbing system as requested by the Owner.  This may include \_\_\_\_\_  
\_\_\_\_\_.

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The  Contractor  Owner shall provide all necessary tools, equipment, and materials required to complete the work in a timely and professional manner.

Upon completion of the work, the Contractor shall clean up the work area and dispose of any debris properly and safely.

**PAYMENT TERMS.** The Owner agrees to pay the Contractor a fixed amount of \$\_\_\_\_\_ for the Services provided under this Contract (the "**Contract Amount**"). The Contract Amount shall be paid in accordance with the following conditions: (*choose one*)

- The payment is due within \_\_\_\_\_ days after completion of the Services (the "**Due Date**").  If the Owner pays the total Contract amount in full within \_\_\_\_\_ days of the Effective Date, the Contractor shall grant the Owner a discount of \_\_\_\_\_% of the total Contract amount.
- The Contract Amount shall be made in two installments: a prepayment of \$\_\_\_\_\_ shall be paid within \_\_\_\_\_ days upon the Effective Date, and a postpayment of \$\_\_\_\_\_ within \_\_\_\_\_ days upon completion of the Services (the "**Due Date**").
- The Contract Amount is payable in \_\_\_\_\_ equal installments, each payable on the following day \_\_\_\_\_ (the "**Due Date**").

**Taxes:** The  Contractor  Owner shall be responsible for all taxes related to the Services, including sales tax, use tax, and other applicable taxes.

**Late payment:** If the Owner fails to pay the Contract Amount due by the Due Date, the Owner shall be liable to pay interest on the unpaid balance at the rate of \_\_\_\_\_% per day or the maximum rate permitted by law, whichever is less.

All payments shall be made on or before the Due Date by \_\_\_\_\_  
\_\_\_\_\_(Cash/Check/ACH/PayPal/etc.)

In addition to the payment terms set forth in this section, the Owner agrees to pay the Contractor for the following services:

**Overtime:** If the Services require the Contractor to work overtime, as defined by applicable laws and regulations, the Owner shall pay the Contractor for such overtime at the rate of \$\_\_\_\_\_ per hour.

**Materials:** The  Contractor  Owner shall purchase all materials necessary to perform the Services.  The Owner shall reimburse the Contractor for the cost of such materials. The Contractor shall provide the Owner with copies of all receipts and invoices for materials purchased.

**Permits and fees:** The Contractor shall obtain all permits and pay associated fees required to perform the Services.  The Owner will reimburse the Contractor for the cost of such permits and fees upon receipt of an invoice from the Contractor confirming the expense.

**Travel and lodging:** If the Services require the Contractor to travel beyond \_\_\_\_\_ miles from the Contractor's place of business, the Owner shall reimburse the Contractor for reasonable travel and lodging expenses.

**CHANGES IN SCOPE OF WORK.** The Contractor shall not commence any additional work until the change order is approved in writing by the Owner. The Owner shall have the right to request additional changes to the scope of work at any time during the project under the terms of this Contract.

Any changes in the scope of work must be approved in writing by the Owner before the commencement of the work. If the Owner requests a change in the scope of work, the Contractor shall provide a written estimate of the cost of the additional work and any changes before the completion date. The Owner has the right to accept or reject the proposed changes. If the Owner accepts the proposed changes, both Parties shall sign a written amendment to this Contract setting forth the new scope of work, the cost of the additional work, and any changes to the Completion date.

**COMPLETION OF THE SERVICES.** The Contractor shall commence and complete the Services by the date specified in the Contract, subject to any extensions granted in writing by the Owner. The Contractor shall make every effort to provide the Services in a timely and professional manner following industry standards and in accordance with the Contract.

Upon completion of the Services, the Contractor shall provide the Owner with a written certification stating that the Services have been completed in accordance with the Contract and that all necessary inspections, tests, and approvals have been obtained.

The Owner shall have the right to inspect and test the Services to ensure they have been completed following the Contract. If the Services are found to be defective or not in compliance with the Contract, the Contractor shall promptly remedy the defect or non-compliance at no additional cost to the Owner.

**TERM OF THE CONTRACT.** This Contract shall commence on the Effective Date and shall continue until the date of \_\_\_\_\_ unless terminated earlier under the terms of this Contract.

This Contract may be terminated by either Party without cause upon \_\_\_\_\_ days prior written notice. This Contract may be terminated immediately for cause if either Party fails to perform in accordance with the terms of this Contract.

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

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

**WARRANTY.** The Contractor warrants that all Services provided under this Contract will be performed in a professional and workmanlike manner, with reasonable care and skill, and following all applicable laws and regulations. The Contractor also warrants that all materials used in the performance of the Services will be of good workmanship and free from defects.

Any services performed by the Contractor that involve illegal activities, including but not limited to the use of illegal pesticides or violation of zoning laws, shall be considered a material breach of this Contract and render this Contract unenforceable. The Owner shall have the right to terminate this Contract immediately in such an event.

The Contractor shall not be liable for any indirect, incidental, or punitive damages arising from the work performed under this Contract if such damages are not the fault of the Contractor.

The Owner grants the Contractor and the Contractor's employees, agents, and subcontractors reasonable access to this Property for the purpose of performing the Services described in this Contract.

This section does not limit or waive any other rights or remedies that the Owner or the Contractor may have under this Contract or applicable law.

**INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Owner and the Owner's affiliates, agents, employees, and officers from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Contractor's performance of the Services under this Contract, except to the extent such claims, damages, losses, liabilities, costs, or expenses are caused by the Owner's negligence or willful misconduct.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered personally or sent by registered mail, return receipt requested to the address or email address 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.

**RELATIONSHIP OF THE PARTIES.** The Parties to this Contract are independent contractors. Nothing in this Contract, during its performance, shall be interpreted to create an employment, agency, joint venture, or partnership relationship between the Owner and the Contractor.

**FORCE MAJEURE.** Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Contract 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 Contract 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 Contract.

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

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

**ENTIRE AGREEMENT.** This Contract 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 Contract shall not constitute a waiver of their right to enforce that provision in the future.

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

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

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

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

**Owner's Name and Signature:** \_\_\_\_\_

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