

PLUMBING CONTRACT

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

_____, an individual having their usual place of living at _____ (the "**Owner**"), and

_____, an individual having their usual place of living at _____ (the "**Contractor**"), collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS the Owner wishes to engage the Contractor to provide plumbing services at the property identified herein, and the Contractor agrees to provide such services in accordance with the terms and conditions of this Contract;

WHEREAS the Contractor represents and warrants that they are licensed and qualified to provide plumbing services following all applicable laws and regulations;

WHEREAS the Owner grants the Contractor and the Contractor's employees, agents, and subcontractors reasonable access to this property for the purpose of performing the plumbing services described in this Contract;

WHEREAS the Owner has reviewed and accepted the scope of work and cost estimate for plumbing services as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein and upon other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have agreed as follows:

DESCRIPTION OF SERVICES

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:

The Contractor 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 payment is due within _____ days after completion of the Services (the "**Due Date**").

Payment discount: 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.

Payment method: The Owner shall pay the Contractor by cash.

Taxes: The Contractor shall be responsible for all taxes related to the Services, including sales tax, use tax, and other applicable taxes in accordance with the applicable law.

Late payment: If the Owner fails to pay the amount due by the Due Date, the Owner shall be liable to pay interest on the unpaid balance at the rate of _____% per month or at the maximum rate permitted by law, whichever is less.

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

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 submit to the Owner for signature an acceptance certificate (the "**Acceptance Act**") with a list of all the provided Services stating that the Services have been performed following the Contract and that all required inspections, tests, and approvals have been obtained. The Owner shall have _____ days from the date of receipt of such Act to inspect and test the Services for compliance with the Contract. If the Services are found to comply with the Contract, the Owner shall sign the Acceptance Act and submit it to the Contractor.

If the Services are found to be defective or non-compliant with the Contract, the Contractor shall promptly remedy the defect or non-compliance at no additional cost to the Owner. The Owner shall have additional _____ days to inspect and test the corrected Services. If the Services are found to comply with the terms of the Contract, the Owner shall sign the Acceptance Act and submit it to the Contractor.

TERM OF THE CONTRACT

This Contract shall commence on the Effective Date and shall continue until _____ 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, request, demand, or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed duly given if delivered personally or sent by registered mail, return receipt requested, postage prepaid, or to email outlined herein:

If to the Owner:

Attn. _____

If to the Contractor:

Attn. _____

Either Party may change the 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 third business day after the date of posting if sent by registered mail.

CONFIDENTIALITY

The Parties agree to keep all information disclosed during this Contract 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 Contract.

This Confidentiality clause shall survive the termination or expiration of this Contract.

FORCE MAJEURE

Neither Party shall be liable for any failure to perform or delay in performing its 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, epidemics, 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 its 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 construed in accordance with the laws of the State of _____, except for its conflict of laws principles. Any action or proceeding arising out of or relating to this Contract or its breach shall be brought exclusively by the courts located in the State of _____.

SEVERABILITY

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, or discussions, whether oral or written, relating to the subject matter of this Contract. Any amendments or modifications to this Contract must be in writing and signed by both Parties. This Contract does not create a partnership or joint venture between the Parties, and neither Party has the authority to bind the other in any respect.

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 the prior written consent of the other Party, which consent shall not be unreasonably withheld.

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

THE OWNER

THE CONTRACTOR

_____, USA

(Place for signature)

_____, USA

(Place for signature)

ACCEPTANCE ACT
to the Plumbing Contract dated _____

We, the undersigned,

_____, an individual registered at _____ (the "**Owner**"), and

_____, an individual registered at _____ (the "**Contractor**"),
collectively referred to as the "**Parties**" and individually as the "**Party**",

acting voluntarily and completely aware of our actions, have concluded this Acceptance Act to the Plumbing Contract dated _____ (the "**Contract**"), confirming the following:

1. The Contractor has provided, and the Owner has accepted the following Services:

Date/period of the Services provision: _____ – _____.

Price of the Services: _____.

2. The Parties confirm that the Services are provided in a quality manner and in accordance with the law. The Parties have no claims against each other.

3. This Acceptance Act is an integral part of the Contract.

THE CONTRACTOR

THE OWNER

(Place for signature)

(Place for signature)
