

# PLUMBING CONTRACT

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This Plumbing Contract (this "**Contract**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] holding plumbing license no. [LICENSE NUMBER] with its principal place of business at [CONTRACTOR ADDRESS] ("**Contractor**"); and

[CUSTOMER NAME], with an address at [CUSTOMER ADDRESS] ("**Customer**").

Contractor and Customer are each a "**Party**" and together the "**Parties**."

**Recitals.** Customer owns or controls the property located at [PROPERTY ADDRESS] (the "**Property**") and wishes to engage Contractor to perform certain plumbing work at the Property. Contractor is in the business of providing licensed plumbing services and wishes to perform that work on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Scope of Work

**1.1 Work.** Contractor will furnish the labor, materials, equipment, and supervision necessary to perform the plumbing work described in **Exhibit A** (the "**Work**"), which may include rough-in, fixture installation, repair, repiping, drain and sewer work, water-heater installation, or other tasks as described.

**1.2 Specifications.** The Work will conform to the plans, drawings, and specifications described in Exhibit A and to manufacturer installation instructions for all fixtures and equipment supplied.

**1.3 Exclusions.** Unless expressly listed in Exhibit A, the Work does not include drywall repair, painting, tile or finish restoration, landscaping restoration, relocation of structural elements, or remediation of pre-existing code violations, mold, asbestos, or hazardous materials.

**1.4 Site conditions.** Contractor's pricing assumes normal site conditions. If concealed conditions (such as corroded pipe, root intrusion, undisclosed prior work, or non-conforming existing plumbing) are discovered that materially differ from those reasonably anticipated, Contractor will notify Customer, and the Parties will address the change under Section 6.

## 2. Permits, Licensing, and Code Compliance

**2.1 Permits.** Contractor will obtain and pay for the building, plumbing, and related permits required for the Work, unless Exhibit A assigns that responsibility to Customer. Permit fees are [INCLUDED IN / IN ADDITION TO] the Contract Price.

**2.2 Code compliance.** Contractor will perform the Work in compliance with the plumbing and building codes adopted by the authority having jurisdiction over the Property and with applicable health and safety requirements.

**2.3 Inspections.** Contractor will coordinate required inspections and will not conceal Work subject to inspection until the relevant inspection has passed, except where permitted by the inspecting authority.

**2.4 Licensing.** Contractor represents that it and its personnel hold the licenses and registrations required to perform the Work in the jurisdiction and will maintain them in good standing throughout the Work.

### 3. Schedule

**3.1 Commencement and completion.** Contractor will begin the Work on or about [START DATE] and will use commercially reasonable efforts to achieve substantial completion by [TARGET COMPLETION DATE], subject to permitting, inspections, and matters beyond Contractor's reasonable control.

**3.2 Access.** Customer will provide Contractor reasonable access to the Property and to water shut-offs, the work area, and utilities during normal working hours. Delays caused by lack of access may extend the schedule and adjust pricing.

**3.3 Water service interruptions.** Contractor will give Customer reasonable advance notice before interrupting water service and will use reasonable efforts to restore service by the end of each work day where practical.

### 4. Contract Price and Payment

**4.1 Price.** Customer will pay Contractor [TOTAL CONTRACT PRICE] for the Work (the "Contract Price"), on a [FIXED-FEE / TIME-AND-MATERIALS / UNIT-PRICE] basis as described in Exhibit A. Hourly labor, if applicable, is billed at [RATE] per hour.

**4.2 Deposit.** Customer will pay a deposit of [AMOUNT OR PERCENT] before the Work begins. Some jurisdictions limit the deposit a contractor may collect on residential work; the deposit must comply with applicable local law.

**4.3 Progress payments.** Customer will pay progress payments as set out in Exhibit A or, if none, within [NUMBER, e.g. 15] days after each invoice. Final payment is due within [NUMBER] days after substantial completion and passing of final inspection.

**4.4 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. Contractor may suspend Work on [NUMBER] days' written notice if an undisputed amount remains unpaid past its due date.

**4.5 Lien rights.** Contractor and its suppliers may have mechanic's or materialman's lien rights under applicable law for unpaid amounts. Any lien waivers will be exchanged in accordance with local law as payments are made.

### 5. Materials and Warranty

**5.1 Materials.** Contractor will furnish new materials and fixtures of good quality unless Customer specifies otherwise in writing. Customer-supplied fixtures are installed at Customer's risk, and Contractor's warranty does not cover defects in Customer-supplied items.

**5.2 Workmanship warranty.** Contractor warrants that the Work will be free from defects in workmanship for [NUMBER, e.g. 12] months after substantial completion. Contractor will, at its option, repair or re-perform defective Work reported within the warranty period at no additional labor charge.

**5.3 Manufacturer warranties.** Fixtures and equipment carry only the manufacturer's warranty, which Contractor will pass through to Customer. Contractor is not the warrantor of manufactured goods.

**5.4 Warranty exclusions.** The warranty does not cover damage from misuse, neglect, freezing, alterations by others, normal wear, water quality, or events beyond Contractor's control.

## 6. Changes and Concealed Conditions

**6.1 Change orders.** Any change to the Work takes effect only when both Parties sign a written change order describing the change and its effect on the Contract Price and schedule. Contractor is not obligated to perform extra work until a change order is signed.

**6.2 Concealed conditions.** If Contractor encounters concealed or unforeseen conditions that materially affect cost or schedule, Contractor will stop the affected Work, notify Customer, and proceed only after the Parties agree on a change order, except where emergency action is required to prevent damage.

## 7. Insurance and Liability

**7.1 Insurance.** Contractor will maintain general liability insurance of at least **[AMOUNT]** and workers' compensation insurance as required by law. Certificates will be provided on request.

**7.2 Property protection.** Contractor will take reasonable measures to protect the Property and will repair or fairly compensate Customer for damage caused by Contractor's negligence in performing the Work.

**7.3 Limitation of liability.** Except for the excluded matters in Section 7.4, neither Party is liable for indirect, incidental, special, or consequential damages, and Contractor's total liability will not exceed the Contract Price.

**7.4 Exclusions.** The limitation in Section 7.3 does not apply to bodily injury, damage to tangible property caused by a Party's negligence or willful misconduct, indemnification obligations, or liability that cannot be limited under applicable law.

**7.5 Indemnification.** Each Party will indemnify the other against third-party claims arising from its own negligence or willful misconduct, subject to the limitations above.

## 8. Termination

**8.1 For convenience.** Customer may terminate on **[NUMBER]** days' written notice; Customer will pay for Work performed and materials ordered through the termination date.

**8.2 For cause.** Either Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice. Customer's failure to pay undisputed amounts is a material breach.

**8.3 Effect.** On termination, Contractor will leave the Property in a safe condition with water service restored where reasonably possible, and Customer will pay all amounts then due.

## 9. General Provisions

**9.1 Independent contractor.** Contractor is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship.

**9.2 Governing law and venue.** This Contract is governed by the laws of the State of **[STATE]**. The Parties submit to the courts located in **[COUNTY, STATE]**.

**9.3 Dispute resolution.** The Parties will attempt in good faith to resolve any dispute by direct discussion before filing suit. **[OPTIONAL: mediation or arbitration — discuss with counsel.]**

9.4 **Notices.** Notices must be in writing and delivered to the addresses above or as updated in writing, and are effective on receipt.

9.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and mitigates.

9.6 **Entire agreement; amendment.** This Contract, with its Exhibits and signed change orders, is the entire agreement and may be amended only in a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Contract may be signed in counterparts and by electronic signature, each of which is an original.

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

| CONTRACTOR                    | CUSTOMER             |
|-------------------------------|----------------------|
| Signature: _____              | Signature: _____     |
| Printed name: [NAME]          | Printed name: [NAME] |
| Title: [TITLE]                | Title: [TITLE / N/A] |
| License no.: [LICENSE NUMBER] | Date: _____          |
| Date: _____                   |                      |

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