

PLUMBING CONTRACT

1. 1. Parties and Service Location

This Plumbing Services Contract (the "Contract") is entered into on [EFFECTIVE DATE] between [OWNER NAME], located at [OWNER ADDRESS] (the "Owner"), and [PLUMBING CONTRACTOR NAME], a [ENTITY TYPE] holding plumbing contractor license number [LICENSE NUMBER] issued by [LICENSING AUTHORITY] and located at [CONTRACTOR ADDRESS] (the "Contractor"). The work will be performed at [SERVICE ADDRESS] (the "Property"). All work will be performed by or under the direct supervision of a licensed plumber as required by applicable law. The Owner represents that it owns the Property or is authorized to have the work performed, and will identify any tenant, property manager, or condominium association whose consent or notice is required.

2. 2. Scope of Plumbing Work

The Contractor will furnish the labor, materials, fixtures, and equipment to perform the following: [PLUMBING SCOPE, e.g., replace 40-gallon gas water heater including new expansion tank, drain pan, flue connection, gas flex, and dielectric unions; or repipe hot and cold supply lines from the main shutoff to all fixtures in PEX; or excavate and replace sewer lateral from the foundation to the city connection]. The scope includes [INCLUDED ITEMS, e.g., permits, code-required upgrades listed below, haul-away of the removed equipment, and testing]. Excluded are: [EXCLUSIONS, e.g., drywall repair and painting, tile and finish restoration, landscaping restoration, appliance connections not listed, electrical work, asbestos or lead abatement, tree root removal beyond the trench, and repair of items found defective but outside the scope]. Fixtures and finish materials supplied by the Owner are installed at the risk of the Owner and are excluded from the warranty of the Contractor.

3. 3. Diagnostic Visit and Estimates

If the cause or extent of a problem cannot be determined without investigation, the Contractor will perform a diagnostic visit for [DIAGNOSTIC FEE], which covers up to [DIAGNOSTIC DURATION, e.g., one hour] of troubleshooting and is [CREDITED / NOT CREDITED] against the repair price if the Owner authorizes the work. Camera inspection of drain or sewer lines is billed at [CAMERA INSPECTION FEE] and includes [DELIVERABLES, e.g., a recorded video and a locate of the defect]. The Contractor will present a written estimate before performing the repair and will not exceed the approved amount without written authorization from the Owner. Where the scope can only be determined by opening a wall, ceiling, floor, or excavation, the Contractor will provide a price for the access work and a preliminary range for the repair, and will present a firm price once the condition is visible.

4. 4. Pricing, Rates, and Emergency Service

The Contract Price for the scope in Section 2 is [CONTRACT PRICE], quoted as [FLAT RATE / TIME AND MATERIALS]. Time and materials work is billed at [REGULAR HOURLY RATE] per hour per technician during regular hours of [REGULAR HOURS] on [REGULAR DAYS], with a minimum charge of [MINIMUM CHARGE], billed in [BILLING INCREMENT, e.g., quarter-hour] increments after the first hour. After-hours, weekend, and holiday work is billed at [AFTER-HOURS RATE], and emergency dispatch outside regular hours carries a trip charge of [EMERGENCY TRIP CHARGE]. Materials and fixtures are billed at [MATERIAL PRICING, e.g., cost plus [MARKUP PERCENTAGE]]. Specialty equipment such as jetters, locators, and excavation equipment is billed at [EQUIPMENT RATE]. Permit fees, inspection fees, and disposal fees are [INCLUDED IN / IN ADDITION TO] the quoted price and are passed through at cost.

5. 5. Permits, Code Compliance, and Inspections

The Contractor will obtain the plumbing, gas, or sewer permit required for the Work and will schedule and attend all required inspections, including any rough inspection that must occur before piping is concealed. Permit and inspection fees are [INCLUDED IN / IN ADDITION TO] the Contract Price. All work will comply with the plumbing code adopted at the Property, including requirements for materials, pipe support, venting, backflow prevention, thermal expansion control, seismic strapping, pressure regulation, dielectric separation, and combustion air and venting for gas appliances. The Owner acknowledges that a code official may require upgrades to existing conditions that were not part of the original scope — for example an expansion tank, a drain pan, a sediment trap, a shutoff valve, or a vent correction — and that those items will be added by change order. The Contractor will not conceal work that has not passed inspection.

6. 6. Payment Terms

Payment is due as follows: [DEPOSIT AMOUNT] on signing or at material order for scheduled projects, [PROGRESS PAYMENT] at [PROGRESS MILESTONE, e.g., completion of rough-in and passing the rough inspection], and the balance on completion and final inspection. Service and repair work is due on completion of the visit. Payment is made by [PAYMENT METHOD]. Amounts unpaid after [LATE TRIGGER, e.g., 10 days] accrue interest at [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Owner is responsible for reasonable collection costs and attorney fees. The Contractor may suspend the Work and, where lawful, decline to release ordered fixtures if payment is not made when due. Returned payments are subject to a fee of [RETURNED PAYMENT FEE].

7. 7. Access, Water Shutoff, and Service Interruption

The Owner will provide access to the Property, to the main water shutoff, to the water heater, to the electrical panel and gas meter as needed, and to crawl spaces, attics, or mechanical rooms containing the affected piping, and will clear stored items from those areas before the crew arrives. The Owner acknowledges that water, gas, or drain service will be interrupted during portions of the Work and the Contractor will give at least [SHUTOFF NOTICE, e.g., 24 hours] notice of a planned interruption where the Work is scheduled in advance. The Contractor is not responsible for consequences of a shutoff, including inability to occupy the Property, unless caused by its negligence. If a main shutoff valve, curb stop, or angle stop fails when operated because of age or corrosion, replacing it is additional work priced as a change order; this is common in older buildings and is not damage caused by the Contractor.

8. 8. Concealed Conditions and Existing Systems

The Contract Price assumes the piping and conditions that were visible or reasonably inferable at the time of the estimate. If the Contractor encounters a concealed condition materially different from what was expected — including corroded galvanized or cast iron piping, polybutylene supply lines, undersized or improperly sloped drain lines, missing or illegal venting, unpermitted prior work, a collapsed or root-filled sewer lateral, asbestos pipe insulation, or structural framing that must be modified — the Contractor will stop work in the affected area, notify the Owner, and price the additional work as a change order. The Contractor is not responsible for the failure of adjacent old piping that is disturbed by, or that fails as a result of, the pressure change or vibration inherent in working on an aged system, and will notify the Owner of visibly deteriorated components observed during the Work.

9. 9. Access Openings, Restoration, and Cleanup

Where the Work requires opening walls, ceilings, floors, or excavation, the Contractor will make openings no

larger than reasonably necessary and will [RESTORATION LEVEL, e.g., leave openings unrepaired for the Owner to finish / patch drywall to an unfinished, untaped condition / backfill and compact trenches and rough grade only]. Finish restoration, including drywall finishing, texture, paint, tile, flooring, landscaping, sod, and concrete replacement, is excluded unless listed in Section 2 and quoted separately. The Contractor will protect floors and finished surfaces along its work path, use drop cloths and shoe covers inside occupied areas, contain dust from cutting where practical, remove all removed fixtures, piping, packaging, and debris, and leave the work area broom clean. The Contractor will dispose of removed equipment lawfully and will notify the Owner if any removed item is subject to a recycling or disposal fee.

10. 10. Licensing, Insurance, and Workers Compensation

The Contractor holds the plumbing and, where applicable, gas fitting license identified in Section 1 and will keep it and any required bond in force for the duration of the Work. The Contractor will maintain commercial general liability insurance of at least [GENERAL LIABILITY LIMIT, e.g., \$1,000,000 per occurrence and \$2,000,000 aggregate], automobile liability, and workers compensation coverage at statutory limits for its employees, and will require comparable coverage of any subcontractor it engages for excavation, restoration, or specialty work. Certificates of insurance will be provided on request and, where the Work requires it, will name the Owner as an additional insured. Personnel entering occupied residences have completed the standard screening process of the Contractor and will carry identification.

11. 11. Warranty on Labor and Parts

The Contractor warrants its workmanship for [LABOR WARRANTY PERIOD, e.g., one year] from the date of completion and will return to correct defective installation at no charge during that period. Parts, fixtures, water heaters, and equipment carry only the warranty of their manufacturer, which is passed through to the Owner; where a manufacturer warranty covers the part but not the labor to install it, the Owner is responsible for labor after the workmanship period ends. Drain cleaning and stoppage clearing are warranted for [DRAIN WARRANTY PERIOD, e.g., 30 days] and only for the same line, and the warranty is void where the line is later found to be broken, offset, root-intruded, or obstructed by improper use, including wipes, grease, or foreign objects. The warranty excludes damage from freezing, water quality and mineral scale, water pressure above [PRESSURE LIMIT], corrosive drain chemicals, owner-supplied fixtures, work altered by others, and acts of nature. Warranty service is provided during regular hours; after-hours warranty calls are billed at the applicable trip charge.

12. 12. Water Damage, Liability, and Limitations

The Contractor will exercise reasonable care and will pressure test and inspect its installation before closing walls or leaving the Property. The Contractor is responsible for water damage caused by its own defective workmanship, subject to the limitations in this section, and will notify its insurer promptly of any such claim. The Contractor is not responsible for pre-existing leaks, for damage from a failure of piping or fixtures outside the scope of the Work, for mold arising from prior moisture conditions, or for consequential losses including lost rent, alternative housing, spoiled goods, or business interruption. The total liability of the Contractor under this Contract will not exceed the greater of the Contract Price or the limits of the liability insurance required in Section 10, except for claims arising from bodily injury or willful misconduct. The Owner will notify the Contractor within [DAMAGE NOTICE PERIOD, e.g., 48 hours] of discovering a leak or damage so the cause can be inspected while it is still visible.

13. 13. Termination, Cancellation, and Dispute Resolution

Either Party may terminate this Contract for a material breach not cured within [CURE PERIOD, e.g., 5 days] after written notice. The Owner may cancel scheduled non-emergency work with at least [CANCELLATION NOTICE,

e.g., 24 hours] notice; later cancellations may incur a fee of [CANCELLATION FEE], and special-order fixtures and equipment are non-refundable once ordered. If this Contract was signed at the Property or away from the permanent place of business of the Contractor, the Owner may have a right to cancel within three business days under federal and state home solicitation sales law, subject to any exception that applies to emergency repairs the Owner requested in writing. This Contract is governed by the laws of the State of [GOVERNING STATE], and any dispute will be submitted to mediation in [MEDIATION LOCATION] before being brought in the courts of [VENUE COUNTY AND STATE], with the prevailing Party entitled to reasonable attorney fees.

14. 14. Signatures

By signing below, both Parties confirm they have read this Contract, understand it, and agree to be bound as of the Effective Date. OWNER: [OWNER NAME]. Signature: _____. Printed Name: [OWNER SIGNER NAME]. Date: [DATE]. CONTRACTOR: [PLUMBING CONTRACTOR NAME]. Signature: _____. Printed Name: [CONTRACTOR SIGNER NAME]. Title: [TITLE]. License Number: [LICENSE NUMBER]. Date: [DATE]. This Contract may be executed in counterparts, and electronic signatures have the same effect as original signatures.

15. Disclaimer

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