

PLUMBING SERVICES AGREEMENT

This Plumbing Services Agreement (the “Agreement”) is entered into and made effective the day and year in which it has been signed (the “Effective Date”), by and between (see signed invoice in which this agreement is attached for “Customer” name) with a mailing address of (see signed invoice in which this agreement is attached for the “Customer’s” address) and Grand Slam Plumbing, LLC (the “Company”), with a mailing address of 129 Abigail Ln. Stafford, Va 22556 (the “Company”).

1. RESPONSIBILITY OF CUSTOMER

Existing Gas, Water, and Waste Disposal Systems. Customer represents that all gas lines, gas appliances, water lines, and waste disposal systems are in good working order and condition and agrees to hold Company harmless for the discovery of any of the following defective conditions: improper or faulty plumbing or gas lines, rusted or defective pipes, acids in the drain system, lines that are settled or broken, existing conditions that do not meet current code specifications, defective floors, walls, ceilings, tile fixtures, or appliances. Customer is required at his or her expense to do all work and other acts to meet all conditions necessary to allow the Company to complete the work as provided in this agreement.

Protection of Personal and Real Property. Customer agrees to remove or to protect any personal property, inside and outside, but not limited to: furniture, carpets, rugs, shrubs, and plantings, as Company shall not be responsible for damage to unprotected personal property. Nor shall Company be held liable for the Company’s work which may lead to damage to real property or removal of structural materials, including but not limited to: drywall, plaster, woodwork, tile, subfloor, ceiling, luxury vinyl plank, or hardwood flooring, carpet, curbs, siding, brick, stone, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other incidental residential or real property.

Unauthorized Access to Workspace. Company shall not be liable for the retention or safety of the Customer, children, or animals while performing work inside and outside of the premises. The customer agrees to secure all animals within the home and property in order to ensure the safety of the animals and Company personnel. Customer agrees to prevent unauthorized access by adults, children, and animals into workspaces for the duration of work or service to be completed. Company shall not be liable for injuries or property damage resulting from unauthorized access to workspaces for the duration of the project. Customer agrees and acknowledges that the gas service will be shut off for the duration of all gas line installations, repairs, and maintenance. Company shall not restore service until gas service work is completed and the gas can be safely restored.

Gas Line Testing Requirements. Customer shall authorize a full system test to be performed after the completion of all work related to gas line leaks. Failure to permit a full system test could result in grave bodily injury, death, and property damage.

Company shall not be liable for any injuries, death, or property damage resulting from Customer's refusal of full system test.

Company shall have the right to refuse to complete service or restore gas service to the premises if the Company deems work completion or restoration of gas service is a safety hazard until the safety hazard has been corrected.

2. WARRANTIES & CONDITIONS

Company is not responsible for any existing conditions, including but not limited to: improper or faulty plumbing or gas lines, rusted or defective pipes, acids in the drain system, lines that are settled or broken, existing conditions that do not meet current code specifications, defective floors, ceilings, walls, or tile.

Company warrants repair(s) as outlined:

- (a) *Repair plumbing.* One (1) calendar year installation of plumbing replaced by Company-provided materials from the date of installation completion.
- (b) *General repair work.* Repair work not specifically outlined within these terms for one hundred and eighty (180) calendar days from the repair completion date.
- (c) *Clogged drain repairs.* Clogged drain repairs performed with a camera for up to thirty (30) calendar days from the date of repair completion. The Company does not provide warranties on commercial drains.
- (d) *Clogged toilet repairs.* Twenty-four (24) hours from the hour of repair completion.
- (e) *Gas line installation.* One (1) calendar year installation of a new gas line or existing gas line replaced by Company-provided materials from the date of installation completion. The company does not provide warranties on any further gas line work or appliance installation completed by third parties.

All warranties are void if the full balance is not satisfied upon completion of Services. Warranties extend only to the original Customer and are not transferable. All warranties are void

if the Customer or third party modifies or manipulates work completed by the Company. If a defect in labor or materials covered by this warranty occurs, the Company will remedy the defect with reasonable promptness during normal business hours. In no event shall Company be held liable for water or other damage caused by any delay in remedying a defect.

IN THE EVENT OF A GAS LEAK, CUSTOMER SHALL IMMEDIATELY CONTACT THE GAS COMPANY AND LOCAL FIRE DEPARTMENT, FOR EMERGENCY GAS SHUT-OFF, PRIOR TO CONTACTING THE COMPANY FOR SERVICE REPAIR.

In the event of the need for warranty remedy, please contact the company at (540) 336-0037 or by email at info@grandslamplumbing.org to speak with the company for appropriate scheduling/resolution.

3. EXCLUSIONS AND LIMITATIONS

Customer's right to repair and replacement are the exclusive remedies, and Company shall not be liable for incidental or consequential damages resulting from the materials provided for in this contract. The company is not responsible for the following, which are excluded from the coverage of the warranty: defective conditions as detailed under the RESPONSIBILITY OF THE CUSTOMER, work performed by, or materials installed by others not originally in this agreement, defects, and failures from mistreatment or neglect.

4. PAYMENTS

Payment is accepted via cash, check, VISA, MasterCard, Discover, or American Express.

All monies paid to secure Services ("deposit") are non-refundable and will be applied to the final invoice balance. All invoices are due at the time-of-service completion. If any invoice is not paid within thirty (30) days, interest will be added to and payable on all overdue amounts at a rate of one percent (1%) per year, or the maximum amount allowed under applicable laws, whichever is less. Company also reserves the right to any of the following remedies: obtain legal counsel or efforts of an outside collection agency for the collection of the outstanding balance. All returned or declined payments will be assessed with a fee of \$50.00, to be paid immediately.

5. LEGAL MISCELLANY

These terms incorporate the entire understanding of the parties. Any modifications to these terms must be in writing and signed by both parties. Any waiver of a breach or default hereunder will not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of these terms.

These terms will be construed under Virginia law without regard to its choice of law provisions. The state and federal courts for the County of Stafford, Virginia, will have exclusive jurisdiction over any dispute arising under or relating to this Agreement. The parties agree to proceed with a bench trial, and each hereby waive any right to a jury. In any such suit, the prevailing party will recover all costs incurred and a reasonable attorney's fee.

Client agrees to indemnify, defend, and hold harmless the Company and its affiliates, employees, agents, and independent contractors for any injury, property damage, liability, claim, or other cause of action arising out of or related to Services and/or product(s) the Company provides to Customer.

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in interpreting these terms. The language in these terms will be interpreted as to its fair meaning and not strictly for or against any party. If any portion of these terms is deemed to be illegal or unenforceable, the remaining provisions of these terms remain in full force.

Customer has carefully read the Agreement and understands and accepts all of its terms. The parties have duly executed this Agreement effective as of the Effective Date.

ACCEPTED AND AGREED TO:

GRAND SLAM PLUMBING, LLC

_____ *Kyle Watson* _____

Signed

Kyle Watson, Owner

Customer (see signed invoice for customer

information and date as well as signed

Terms of Agreement to bind this contract)

Date _____ September 25, 2024 _____

