

TERMS AND CONDITIONS

1. DEFINITIONS

- a. The term "CONTRACTOR" herein refers to WELCH'S PLUMBING.
- b. The term "CUSTOMER" refers to person/agent whom the CONTRACTOR is rendering its services.

2. SITE CONDITIONS

- a. If CONTRACTOR must obtain access to other properties in the course of work, CUSTOMER shall secure permission for such and hold harmless and identify CONTRACTOR and its employees and agents against all actions and consequences arising or relating to the use of said properties, but not limited to damage done in the normal course of work, excluding negligences, and for securing said property and its contents during and after work.
- b. CUSTOMER shall secure, remove and protect all property and its contents, including but not limited to adults, children, animals, cabinets, fixtures, flooring, walls, tiling, carpets, drapes, furniture and vegetation during and upon completion of work, and shall hold harmless and indemnify CONTRACTOR, its employees and agents against all claims arising out of CUSTOMER'S failure to do so.

3. LIMITED WARRANTY

- a. CONTRACTOR warrants its material and workmanship to be free from defects for 90 days after performance, unless otherwise specified in writing. This warranty does not cover faults caused by misuse, negligence, or damage caused by acts of God including, but not limited to earthquake. In the event that a manufacturer offers a warranty, said warranty shall negate and suspend CONTRACTOR warranty. This warrant is the only warranty by CONTRACTOR to CUSTOMER and is in lieu of all other warranties, expressed or implied.
- b. CUSTOMER shall telephone CONTRACTOR within twenty-four (24) hours of discovery of any warranty claim. CONTRACTOR will respond with reasonable promptness between the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.
- c. CONTRACTOR shall not be liable for damages relating to drywall, stucco, roof, carpet, tile, floor, windows, fixtures, plumbing furniture and personal property from any defect or delay in responding to said warranty. CUSTOMER must take responsible steps to mitigate damages.
- d. CONTRACTOR shall not be liable for lost profits, incidental special, exemplary, indirect or consequential damages resulting from any work performed, or any problem whether or not covered by this limited warranty.

4. UNFORSEEN CONDITIONS

- a. If conditions and/or circumstances are encountered at the job site which are concealed physical conditions, or unknown physical of an unusual nature, which differ materially from that which is visually ascertained, CUSTOMER agrees to accept responsibility for such conditions and those circumstances outside the control of CONTRACTOR and further agrees to pay for any labor or materials, including repair to damaged equipment of CONTRACTOR caused by such conditions and/or circumstances.
- b. It is the intent of this provision to make CUSTOMER responsible for all (1) unforeseen and concealed conditions, and (2) for that which CONTRACTOR cannot control.

Accordingly, CUSTOMER further agrees to hold CONTRACTOR harmless and shall indemnify and defend CONTRACTOR and all its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, consequential damages arising out of or as a result from the performance of CONTRACTOR's work involving, affecting, or relating to such unforeseen or concealed conditions, regardless of whether such damages are caused in part by CONTRACTOR.

- c. Asbestos or other HAZARDOUS MATERIALS Remediation Work, CONTRACTOR has no information whatsoever with respect to asbestos or other hazardous materials or substances in any portion of the CUSTOMER's property and has not conducted any investigation in connection herewith. CONTRACTOR does not perform asbestos or other hazardous materials or substance removal and CONTRACTOR shall have no responsibility whatsoever and CUSTOMER expressly releases CONTRACTOR from any liability whatsoever and for any claims arising out of its presence, release, remediation, or removal and for any costs, losses or damages. CUSTOMER may suffer or sustain if it's found to exist on the CUSTOMER's property or if in order to obtain building permit to be performed by CONTRACTOR as set forth herein, any remediation action or work, including investigation is required to be performed on the CUSTOMER's property concerning asbestos or other hazardous materials or substances, all work by CONTRACTOR will cease until such time as CUSTOMER has at CUSTOMER's sole expense, caused said asbestos or other hazardous materials or substances to be removed in compliance with all applicable laws relating thereto.
 - d. If for any reason, a maintenance visit is not performed either because of the CONTRACTOR or because of the maintenance agreement customer the monetary value does not exceed the cost of the maintenance agreement.
5. SOLUTION NOT PERFORMED
- a. If suggested options are not chosen by the CUSTOMER and failure is experienced, the CONTRACTOR is held harmless.
6. Stoppages
- a. CONTRACTOR will not clean any drain or sewer lines through a roof vent if deemed unsafe.
 - b. Any drain cleaning cable which becomes stuck in the line is the responsibility of the CUSTOMER for removal and/or additional repairs.
 - c. If a sewage spill is deemed hazardous material, the cost of the cleanup is the responsibility of the CUSTOMER.
7. LICENSE, PERMITS, AND FEES
- a. CUSTOMER shall furnish and pay for, at their own expense, all taxes, permits, and license fees required to legally perform the repair work in accordance with this Agreement.
 - b. Access to the property for an agent of administrative authority must be provided within a reasonable time. Should reasonable access not be provided, it may result in additional charges to the CUSTOMER.
 - c. If at any time the administrative authority asks for additional works not related to our original contract, the work is the responsibility of the CUSTOMER. CONTRACTOR will provide an additional FLAT RATE for that work.

- d. All notices related to work performed by the CONTRACTOR which are sent to the property owner must be forwarded to the CONTRACTOR and a reasonable amount of time allowed for the process.

8. PAYMENT

- a. All work is due on a fixed FLAT RATE. The price includes Materials, Tax, and Labor. NO BREAKDOWN WILL BE PROVIDED!
- b. Payment for the work described herein this Agreement shall be immediately due upon completion of the work unless otherwise specified in writing.
- c. No deductions will be made from payments due CONTRACTOR on account of penalty, liquidated damages, back charges for alleged defective work, or other service withheld from payments to other CONTRACTORS, or on account of the cost of charges or defects in the work. Furthermore, CUSTOMER agrees and recognizes that payment for services rendered by CONTRACTOR when due is an express condition precedent to CONTRACTOR continuing work as herein described in this Agreement. CUSTOMER recognizes that the failure to pay for services when due shall entitle CONTRACTOR to terminate work immediately. In the event that CONTRACTOR terminates work for non-payment as herein described, CONTRACTOR shall be entitled to all of its reasonable expenses including but not limited to cost of labor, materials, a reasonable allowance for overhead and profit, and all other compensation as allowed by law. All warranties will be void.

9. RIGHT TO TERMINATE OF DISPUTE

- a. In the event of a dispute between CONTRACTOR and CUSTOMER, CONTRACTOR and CUSTOMER agree that the CONTRACTOR immediately terminate the work described herein. In the event of termination, CONTRACTOR shall be entitled to payment for all services rendered, including costs of all labor, materials, reasonable profit and overhead. In the event of cancellation by CUSTOMER after contract has been signed, CONTRACTOR is entitled to a minimum fee of 10% or \$1,000.00, whichever is less. In the event of cancellation by CUSTOMER after work has commenced, CONTRACTOR is entitled to 10% or payment for work performed, whichever is more.

10. NOTICE OF DEFECTIVE WORK

- a. Upon completion of the work, CUSTOMER agrees to exercise due diligence in inspecting the work for defective workmanship and materials. CUSTOMER agrees to notify CONTRACTOR within forty-eight (48) hours of completion of the work described hereunder of all defective work. If any CUSTOMER agrees that upon the discovery of any allegedly defective work, CUSTOMER shall immediately call CONTRACTOR who shall have the first opportunity to repair the allegedly defective work. The failure to allow CONTRACTOR the first opportunity to repair the allegedly defective work shall void all warranties, express and implied here-under. CONTRACTOR is not responsible for reimbursement for work performed by any other company or individual.

11. SERVICES NOT COVERED

- a. CONTRACTOR will not perform any other work or trade than that which is specified herein, including but not limited to carpentry, plaster/wall work, tile work, electrical, landscaping, masonry, flooring, paving, etc., unless specified in writing.

12. SCOPE OF AGREEMENT

- a. This agreement represents the entire and integrate agreement between CUSTOMER and CONTRACTOR and supersedes all prior negotiation representations or agreements, either oral or written. This agreement may be amended by written instrument offered by CONTRACTOR and accepted by CUSTOMER.

13. NOTICE

- a. Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors. If a complaint regarding a patent act or omission is filed within four years of the date of structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826

SEND ALL CORRESPONDENCE TO WELCH'S PLUMBING

P.O. BOX 564, CARDIFF, CA 92007

CONTRACTORS LICENSE # 1015115

Sign _____ DATE