

# SERVICE AND REPAIR CONTRACT

THIS AGREEMENT IS BETWEEN

Contract # \_\_\_\_\_

## George Salet Plumbing, Inc.

### Out Laying Pipe Since 1979

State License No. 385567 • [www.plumbingpro.com](http://www.plumbingpro.com)

**650.557.0000 415.334.0733**

Fax 650.557.9600

735 Hickey Boulevard, #550, Pacifica, CA 94044

Owner's Name \_\_\_\_\_

Owner's Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Cell: \_\_\_\_\_

Other: \_\_\_\_\_

### FREE ESTIMATES & EMERGENCY SERVICE

Paid by  CHK.  C.C.  CASH C.C. # \_\_\_\_\_ Exp. \_\_\_\_\_ Auth. # \_\_\_\_\_

Job Location: \_\_\_\_\_

Contract Price: This is a Fixed Price Contract. The Contract Price is \$ \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_ Approximate Completion Date: \_\_\_\_\_

Description of the Project and Materials to be Used and Equipment to be installed: As described in the attached estimate.

List of Documents to be Incorporated into the Contract: Estimate No. \_\_\_\_\_; Terms and Conditions on the reverse of this page; A notice concerning commercial general liability insurance is attached to this contract; A notice concerning workers' compensation insurance is attached to this contract; Your Rights to Cancel Before Work Begins; \_\_\_ Specifications Sheet(s);

Additional documents attached: \_\_\_\_\_

**Notice to the Buyer: The law requires that service and repair contracts must meet all of the following requirements:**

- (A) The price must be no more than seven hundred and fifty dollars (\$750).
- (B) You, the buyer, must have initiated contact with the contractor to request the work.
- (C) The contractor must not sell you goods or services beyond those reasonably necessary to take care of the particular problem that caused you to contact the contractor.
- (D) No payment is due and the contractor may not accept any payment until the work is completed.

**Notice to the Buyer: You are entitled to a completely filled in and signed copy of this agreement before any work may be started.**

**OK for contractor to take replaced parts.** Replaced Parts: The law requires that the contractor offer you any parts that were replaced during the service call. If you do not want the parts, initial the checkbox labeled "OK for contractor to take replaced parts."

**The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Notice of Your Right to Cancel."**

**Finance Charge:** 1 3/4% per month for past due contracts. Minimum Charge: \$15.00. Must be stated separately from Contract amount.

**Authorization to Proceed with Work** — I hereby authorize the herein described work at the listed contract price. Unless prior arrangements are made, payment is due upon completion. In the event that collection efforts are initiated against me. I shall pay for all associated fees at the posted rates. By the addition of my signature below, I agree that I have received a copy of this contract and all documents in the List of Documents to be Incorporated into the Contract, and that I have read, understand, and agree to the terms listed herein and on the reverse side.

**Authorization for George Salet Plumbing, Inc.**

X \_\_\_\_\_ Date  
Representative's Signature

**Acceptance of Work Performed** — I acknowledge satisfactory completion of the above described work, and that the premises have been left in a satisfactory condition. I understand that if my check does not clear, I could be held liable for three times the amount of the check, in no case more than \$500, nor less than \$100, plus the face value of the check, as set forth in California Civil Code Section 1719.

X \_\_\_\_\_ Date  
Owner's Signature

X \_\_\_\_\_ Date  
Owner's Signature

## TERMS AND CONDITIONS

**Responsibilities of Customer:** Customer represents that, except as described in the request for service, all plumbing, heating and air conditioning and drain systems are in good repair and condition and agrees to hold George Salet Plumbing, Inc. harmless of discovery of defective conditions, including but not limited to the following: 1) Improper or faulty plumbing; 2) Rusted or defective pipes; 3) Acids in the drain system; 4) Lines that are settled or broken; 5) Existing illegal conditions; 6) Defective roofing; 7) Electrical defects.

**Responsibilities of Company - Conditions and Limitations:** Company shall do all work in a competent, workmanlike manner. Company is not responsible for any illegal conditions.

**Limited Warranty:** Company warrants all work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion unless otherwise stated in writing on the face hereof. All drain stoppages are warranted for a period of thirty (30) days from the completion unless otherwise stated in writing on the face hereof. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferable. If a defect in materials or workmanship covered by this warranty occurs, Company will, with reasonable promptness during normal hours, remedy the defect. In no event shall company be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance notice company of any defect or claims for breach at the address and telephone number on the face hereof or telephone the business office.

*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.*

Company is not responsible for the following which are excluded from the coverage of this limited warranty: 1) Defective conditions listed under the above "Responsibilities of Customer"; 2) Work performed by or materials installed by others not in this agreement; 3) Defects and failures from mistreatment or neglect.

This limited warranty is the only express warranty Company gives. IMPLIED WARRANTIES, including, but not limited to, warranties of merchantability and fitness for a particular purpose, are limited to a duration of ninety (90) days from the date of completion.

**Protection of Customer's Property:** Customer agrees to remove or protect any personal property, inside and out, including, but not limited to, carpets, rugs, shrubs and planting, and Company shall not be responsible for said items. Nor shall Company be held responsible for the natural consequences of Company's work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets and other appurtenances to the residence or other real property.

Company shall not be held responsible for damage to personal property, real property, or any improvements to real property caused by persons delivering materials or equipment or keeping gates and doors closed for children and animals.

**Entire Agreement:** This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for, or on their behalf, or by any commitment, or arrangement not to set forth herein. The agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns.

Company will not provide an itemized breakdown of materials and labor

for flat rate priced book. However, Company will provide an itemized list of all materials used to perform the necessary repair upon request.

**Subcontracts:** The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

**Changes in Work:** Should the Owner, construction lender, or any public body or inspector direct any modifications or additions to the work covered by this Contract, the Contract price shall be adjusted accordingly. Any expense incurred due to such conditions shall be paid for by the Owner as added work and may change the type of contract required for the job.

**Concealed Conditions:** Contractor shall promptly notify the Owner of: 1) latent physical conditions at the job site differing materially from those indicated in the contract, or 2) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work and may change the type of contract required for the job.

**Validity and Damages:** In case one or more of the provisions of this agreement, or any application of this agreement, shall be invalid, unenforceable or illegal, the remaining provisions shall not in any way be impaired. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the contract price.

**Asbestos, Lead, Mold, and other Hazardous Substances:** Owner here represents that Owner has no knowledge of the existence on or in any part of the premises affected by the project of any asbestos, lead paint, mold (including any type of microbial or microbiological contamination, mildew, or fungus), or other hazardous materials or substances. Testing for the existence of any hazardous material or substance shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in this contract.

Unless this contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Unless this contract specifically calls for same, the Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's option. Such work shall be treated as an extra under this contract.

In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor is not responsible for any recurring incidents of mold or microbial contamination appearing in the same or adjacent location subsequent to the completion of work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible and agrees to hold Contractor harmless and indemnify Contractor for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Owner is hereby notified, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination. Contractor makes no representations whatsoever as to coverage for mold or microbial contamination, though at Owner's expense and if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and will, if available, obtain such coverage at the expense of the Owner as an extra.

## YOUR RIGHTS TO CANCEL BEFORE WORK BEGINS

- (A) You, the buyer, have the right to cancel this contract until:
1. You receive a copy of this contract signed and dated by you and the contractor; and
  2. The contractor starts work.
- (B) However, even if the work has begun you, the buyer, may still cancel the contract for any of the reasons specified in items 1 through 4 of this paragraph. If any of these reasons occur, you may cancel the contract within three business days of signing the contract for normal service and repairs, or within seven business days of signing a contract to repair or correct conditions resulting from any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county:
1. You may cancel the contract if the price, including all labor and materials, is more than seven hundred fifty dollars (\$750).
  2. You may cancel the contract if you did not initiate the contact with the contractor to request the work.
  3. You may cancel the contract if the contractor sold you goods or services beyond those reasonably necessary to take care of the particular problem that caused you to contact the contractor.
  4. You may cancel the contract if the payment was due or the contractor accepted any money before the work was complete.
- (C) If any of these reasons for canceling occurred, you may cancel the contract as specified under paragraph (B) above by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business within three business days or, if applicable, seven business days of the date you received a signed and dated copy of this contract. Include your name, your address, and the date you received a signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

I, \_\_\_\_\_ hereby acknowledge that on \_\_\_\_\_ I was provided this  
Print Buyer's Name Date

document titled "Your Rights to Cancel Before Work Begins."

\_\_\_\_\_  
Buyer's Signature

## COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

This contractor carries commercial general liability insurance written by Lloyd's of London. You may call the insurance company at 877-917-5400 to check the contractor's insurance coverage.

## WORKERS' COMPENSATION INSURANCE

This contractor carries workers' compensation insurance for all employees.

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EMERGENCY SERVICE**

**Specifications Sheet 1**

Contract # \_\_\_\_\_

**SAMPLE**  
Available from [www.amosprint.com](http://www.amosprint.com)

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**Specifications Sheet 2**

Contract # \_\_\_\_\_

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