

AMERICAN DISCOUNT PLUMBING SERVICE AND DRAINAGE, INC. COMMERCIAL PLUMBING ANNUAL SERVICE AGREEMENT

Please download the Plumbing agreement, sign and fax to (623) 465-7185 or mail along with a check to the address provided below. Upon receiving your payment we will sign and fax your plumbing agreement to you. Your agreement will be valid from the day we receive your payment (check only).

American Discount Plumbing
48802 N 25th Ave
New River, AZ 85087

Pavel Farcas, President
Phone: 602-999-0500
License # ROC150707

THIS PLUMBING SERVICE AGREEMENT is entered into this ____ day of _____, 200____, between American Discount Plumbing Service and Drainage, Inc. (“ADPSD”) and _____ (“Owners”), for work to be completed at the business located at _____.

TERMS AND CONDITIONS (Commercial)

1. SERVICE AGREEMENT. Subject to the terms and conditions contained herein, ADPSD agrees to provide plumbing services to Owners at the single commercial property identified above for a Service Period of one (1) year commencing on the date this Agreement is signed. This Agreement shall be self-renewing unless the party cancelling the Agreement provides notice to the other party at least thirty (30) days prior to the Renewal Date. The Renewal Date is one year from the date this Agreement is signed and each year thereafter.

2. PRICE AND PAYMENT. ADPSD agrees to perform the described above for the sum of: _____\$480.00_____. This amount is non-refundable. Owners agree to make payments on said sum at the time this Agreement is signed and at the time of any renewal.

3. INCLUSIONS. ADPSD shall make up to three (3) service calls to Owners during each Service Period of this Agreement. These visits cover routine plumbing services and maintenance, except as limited below. Any additional visits will be invoiced at ADPSD’s normal rate, minus a 20% discount. ADPSD shall have no duty to provide these services unless and until requested by Owners.

A. Repairs. ADPSD will repair to the extent feasible any: (1) leaking or dripping faucets or sinks—ADPSD will replace up to two faucet cartridges within the Service Period at no extra cost to Owners, (2) garbage disposals, (3) toilets, (4) refrigerator water lines, (5) hose spigots, (6) shower valves, (7) pop-up drain assemblies, (8) leaking mop sink faucets, and (9) non-leaking water heater. ADPSD will clean drain and sewer lines up to two (2) inches in diameter.

B. Replacements. ADPSD will supply the labor to install and/or replace with owner-supplied fixtures and materials the following items: (1) garbage disposals, (2) toilets, (3) over counter-top sinks, (4) hose spigots, and (5) shower heads. If Owner elects to have ADPSD select the fixtures and/or materials, Owners agree to pay ADPSD for the cost of same plus a 15% markup.

4. EXCLUSIONS. This Agreement does not include any services relating to any: (1) accessory buildings, (2) slab leak, (3) flood damage, (4) mold damage or remediation, (5) sewer line leaks, clogs, or broken sewer lines, (6) leaking pipes in walls, (7) re-piping water lines, (8) fire suppression systems, (9) landscape sprinkler or irrigation systems, (10) gas leaks, (11) replacement of cast iron drain piping under the slab, (12) plumbing remodels, including shower, tub, sauna and Jacuzzi replacement or installation, (13) swimming pool piping or pumps, (14) solar, air conditioning, or heating systems, (15) replacement shower valves, (16) replacement drains for tubs, showers, or Jacuzzis, (17) additional plumbing lines, (18) septic tank system, (19) main sewer clean-outs, (20) PVC piping, (21) water pressure regulators or backflow preventors, (22) water meter leaks, (23) reverse osmosis systems, (24) sump pumps, (25) copper pipe replacement, (26) floor drains, or (27) work for which a permit is required by any applicable government entity or work beyond the scope of a K-37 Dual Plumbing license.

5. EXTRA WORK. In the event that ADPSD, at its discretion, performs additional work outside the scope of this Agreement, Owners acknowledge that they will be responsible for any and all costs associated with such additional work. Payment for any additional work is due when the extra work is performed.

6. TIME. Upon receiving a service request from Owners, ADPSD shall endeavor to provide service to Owners within forty-eight (48) hours. This is a good faith, non-binding estimate, and the time shall be extended in the event the project is impacted by weather, acts of God, strikes, material shortages or delivery delays, or other delays beyond ADPSD’s control.

7. WARRANTIES AND DISCLAIMERS. This is not a plumbing systems warranty. ADPSD expressly warrants its own labor and installation for a period of one (1) year from the date the service is provided. ADPSD does not warranty any labor, materials or fixtures supplied by the Owner or by third parties, or any materials or fixtures subject to manufacturer warranties. All warranties shall be voided if Owners or a third party modifies ADPSD’s work or the products installed by ADPSD in any manner. All other warranties are expressly disclaimed.

8. DISPUTE RESOLUTION. In the event that Owners believe that ADPSD has breached this Agreement, Owners shall provide ADPSD with a written notice via certified mail to ADPSD’s address above, providing ADPSD notice of the alleged breach, and a detailed description of their claims. ADPSD shall then have seven (7) days following receipt of the written notice to begin to cure its alleged breach. In the event that a dispute arises between the Parties regarding or relating to the services or the terms of this Agreement, the parties shall arbitrate their dispute before an arbitrator selected by the Parties. The prevailing party in any dispute shall be entitled to its reasonable attorneys’ fees and costs incurred, even if such dispute is not the subject of a lawsuit.

9. MODIFICATION, GOVERNING LAW AND SEVERABILITY. This Agreement represents the Parties' entire agreement. Neither this Agreement nor the terms thereof shall be modified except by mutual consent of the Parties, as set forth in writing and executed by the Parties. This Agreement shall be governed by the laws of the State of Arizona. In the event that a term in any other document conflicts with the terms of this Agreement, this Agreement shall govern. Should any portion or provision of this Agreement be voided by a court of competent jurisdiction, the unaffected portions shall remain in full force and effect.

10. CANCELLATION. Owners may cancel this Agreement at any time prior to midnight of the third business day after the date this Agreement is signed. If the Agreement is cancelled prior to the third business day, then the Owners agree to pay ADPSD the full price for any services performed ADPSD.

Owner's Signature and Title

Signature for American Discount Plumbing

Business Name

Printed Name and Title