

## MONTHLY PLUMBING MEMBERSHIP PLAN

This Monthly Plumbing Membership Plan Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between The Plumbing Legends LLC, located at 9103 Woodmore Center Dr, Glenarden, MD 20706 (“Service Provider”) and \_\_\_\_\_, located at \_\_\_\_\_ (“Client”). Each Service Provider and Client may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**1. Services.** Service Provider agrees to provide and Client agrees to purchase the services as outlined in SERVICES ADDENDUM A according to the terms described below:

Description Of Services	Number Of Projects	Price Per Month
Monthly Labor plan covering standard fixtures.	Six (6) service calls for replacements or repair per year	\$45 a month (No deductible or service call fee)-
Non- Standards Fixtures	As requested by client	Payment is per service not monthly
Labor and parts services	Above (6) service calls	Standard plumbing rates apply

**2. Payment.** Payment for the Services will be by credit, debit card or electronic bank transfer, according to the following membership plan:

A. \$135.00 upon the execution of this agreement. This initial payment makes your membership plan effective immediately.

B. \$45.00 due on the 15th of every month, until the termination of this Agreement.

\*\*Disclaimer: A late fee of (2%) will be added to any late payments made after the 15th of the Month.

**3. Term.** This membership plan becomes active after the initial payment and remains in effect for one (1) year or until terminated in writing by either party. Early termination by the clients will result in a \$300 early termination fee.

**4. Service Calls.** Upon completion of the diagnosis, please allow up to 72 hours for completion of service. (Customer is responsible for access, disposal, drywall, parts and materials)

**5. Exclusions.** Membership plan does not cover any outdoor or underground plumbing. Non-standard fixtures will result in an additional cost. The cost will be determined by the Service Provider. Any smells and noises due to non plumbing issues are not covered by this Agreement. Service provider’s obligations for a call under this Agreement will be voided by Client’s failure to make the work area accessible or customer is not available for technicians within the given appointment window.

**6. Additional Fees.** A \$25 service fee will be applied to all service calls that do not result in a repair or replacement due to

non-plumbing related issues.

**7. Force Majeure.** Service Provider shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Service Provider's reasonable control.

**8. Limitation of Liability.** Service Provider will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Service Provider has been advised of the possibility of any such damage. In no event will Service Provider's liability exceed the price paid by Customer for the Services giving rise to the claim or cause of action.

**9. Assignment.** Clients may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the Service Provider. Any purported assignment of rights or delegation of performance in violation of this section is void.

**10. Amendments.** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

**11. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, not including its conflicts of law provisions.

**12. Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**13. Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

**14. Notices.** Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

**15. Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**16. Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

**IN WITNESS WHEREOF,** the Parties have executed this agreement as of the date first written above.

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**Client** Signature

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**Client** Full Name

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**Service Provider** Signature

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**The Plumbing Legends LLC**  
**Service Provider** Full Name

