

This Client Contract Agreement ("Agreement") is entered into by and between Aloha Plumbing & Drain Services Inc. ("Company") and the undersigned customer ("Customer") with respect to services to be provided at the Customer's property ("Property"). By signing below, the Customer acknowledges and agrees to all terms and conditions set forth herein.

1. Liability

No Liability for Property Damage or Injuries: The Customer acknowledges and agrees that Aloha Plumbing & Drain Services Inc. is not responsible or liable for any damages to property or for any injuries to persons on the job site, except as specifically stated in Section 2 below.

- Return Visits: If the Company must return to the job site to complete work on another day, the above limitation of liability remains in effect for all visits unless otherwise stated in writing.
- <u>Customer Responsibility:</u> The Customer is responsible for ensuring that the job site is free of hazards and for taking reasonable precautions for the safety of all persons present on the Property during the Company's work.
- <u>Walkthrough:</u> Customer agrees to let The Company take walk through video/photos of the area before work to be started, during and when work is completed.

2. Company Responsibility for Damages

- Repair of Damages Due to Negligence: The Company will be responsible for repairing any damages to the Property caused directly by its team due to negligence. Determination of negligence and responsibility for repairs shall be made solely by the owners of Aloha Plumbing & Drain Services Inc.
- Reporting Damages: The Customer must report any damages believed to be caused by the Company in writing within 24 hours of job completion. Failure to report damages within this timeframe may result in a denial of responsibility.
- Exclusions: The Company is not responsible for damages resulting from pre-existing conditions, concealed defects, or issues beyond the Company's reasonable control.



3. Documentation of Work

- Pre-Work Video/Photos: The Customer agrees to permit Aloha Plumbing & Drain Services Inc. to take walkthrough video and/or photos of the area before work commences. These images serve as a record of the pre-existing condition of the Property.
- <u>During Work Video/Photos</u>: During the performance of work The Customer agrees to permit Aloha Plumbing & Drain Services Inc. to take video and/or photos of the work being performed.
- <u>Post-Work Video/Photos:</u> Upon completion of services, the Company may take walkthrough video and/or photos of the work area to document the condition after the work is finished.
- <u>Use of Documentation:</u> All video and photographic documentation will remain the property of Aloha Plumbing & Drain Services Inc. and may be used for record-keeping, liability assessment, promotion, or quality assurance purposes. Customer identity and privacy will be respected in accordance with applicable laws.

4.Clean Up Policy

- Reasonable Effort to Clean Up: The Company will make reasonable efforts to clean up the work area after the job is completed, including removal of tools, debris, and materials used during service.
- <u>Possible Residue:</u> Due to the nature of plumbing and drain work, residues such as
 grease, mud, or other debris may occasionally remain after completion. The
 Customer acknowledges and accepts this possibility and releases the Company
 from any further clean-up obligations outside those specified in this Agreement.

5. Scope of work

The estimated scope of work and time to complete the job is based on information available at the time of booking.

Some jobs may change due to:

- Unforeseen issues behind walls, underground, or within systems.
- Weather delays or conditions.
- Acts of God or other unexpected circumstances.



Additional Work and Charges: If a change in scope is necessary, the Company will notify the Customer with details of any additional work required and any resulting changes in fees. No additional work will be performed without Customer approval, unless immediate action is required for safety or property preservation. (This includes being informed via written, phone call, text message, email or in person verbally.)

6. Right to Withdraw Due to Unsafe Work Area

- Company Right to Walk Away: Aloha Plumbing & Drain Services Inc. reserves the right to cease work and withdraw from any job at any time if, in the sole judgment of the Company, the work area or conditions are deemed unsafe for personnel, equipment, or subcontractors.
- No Penalty: Withdrawal due to unsafe conditions will not result in any penalty to the Company. The Customer will be responsible for payment for any work performed up to the point of withdrawal.

7. Customer Responsibilities

- Customer agrees to provide safe access to the property and work area as needed and to remove or secure any valuables or items that may be affected by the work being performed.
- Customer will treat The Company and The Company's property with respect, failure to do so can result in termination of the work being performed. (See section 6 above.)
- Customer will not handle any of The Company's tools/materials unless told otherwise.
- If Customer needs to re-book/cancel an appointment they agree to let the Company know 24 hours in advance to avoid any fees.

8. Payment Terms & Fees

Payment is due in full upon completion of the job.

- <u>Late Payment:</u> Failure to remit payment upon completion may result in additional charges, including interest or collection fees, at the Company's discretion.
- No Show / Last Minute Cancellation: Customer will pay a no show / last minute cancellation fee. (Amount to be determined by Owners of The Company.)



9. Additional Terms & Conditions

- Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction where the Property is located.
- <u>Amendments:</u> Any amendments or modifications to this Agreement must be made in writing and signed by both parties.
- <u>Severability:</u> If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10. Acceptance

By booking with us, the Customer agrees to the terms stated above and authorizes *Aloha Plumbing & Drain Services Inc.* to perform the agreed-upon work.