

Tapped Out Plumbing and Backflow Service Agreement

Business Name: Tapped Out Plumbing and

Backflow

Owner: Beverly Jones Phone: (469) 826-3610

Email: TappedOutNTX@gmail.com

Website:

www.tappedoutplumbingandbackflow.com

1. Scope of Services

Tapped Out Plumbing and Backflow (hereinafter, the "Company") shall furnish plumbing and/or backflow services (collectively, the "Services") as detailed in the written estimate, invoice, or service order provided to the undersigned customer (the "Client"). Any services requested by the Client that fall outside the original written scope shall require a separate, duly executed written agreement and may result in additional charges. Verbal modifications or additions to the scope of work shall not be enforceable unless confirmed in writing and signed by both parties.

2. Estimates and Pricing

- 2.1. All cost estimates issued by the Company shall remain valid for a period of thirty (30) calendar days from the date of issuance.
- 2.2. Pricing shall be calculated based upon prevailing labor rates, materials, and job-specific conditions as of the date of service performance.
- 2.3. The Company shall notify the Client of any material unforeseen conditions or necessary modifications to the scope of work. No such additional work shall commence absent the Client's prior written authorization.
- 2.4. The Company shall not be held liable for, and expressly disclaims, any warranty related to preexisting work or installations performed by third parties.
- 2.5. The Company provides no warranty, express or implied, for any parts, equipment, or materials supplied by the Client, nor for labor associated with the installation thereof.

3. Payment Terms

- 3.1. Unless otherwise agreed to in a separate written contract, all payments for Services rendered shall be due and payable in full upon completion of work.
- 3.2. The Company accepts payment by cash, check, or major credit card. All returned checks shall incur a fee of thirty-five dollars (\$35.00) for insufficient funds.
- 3.3. Any unpaid balance not remitted within ten (10) calendar days from the date of service shall accrue a late charge equal to ten percent (10%) of the outstanding balance.
- 3.4. In the event of non-payment, the Company reserves the right to pursue collections and/or initiate legal action to recover all unpaid amounts. The Client shall be liable for all reasonable attorneys' fees, court costs, and any other costs incurred by the Company in connection with such collection efforts.

4. Cancellations and Rescheduling

- 4.1. The Client must provide no less than twenty-four (24) hours' advance notice to cancel or reschedule any scheduled appointment.
- 4.2. The Client shall be subject to a service charge of seventy-five dollars (\$75.00) for same-day cancellations or failure to be present at the time of the scheduled service (a "no-show").
- 4.3. The Company reserves the right to cancel or reschedule service appointments due to inclement weather, illness, emergencies, or other circumstances beyond its reasonable control. The Client shall be notified of such changes as soon as practicable.

5. Warranty and Limitation of Liability

- 5.1. The Company warrants that its labor shall be free from defects in workmanship for a period of one (1) year from the date of service, with the exception of drain cleaning and any other drain-related services, which are expressly excluded from any warranty coverage.
- 5.2. All parts and materials furnished by the Company shall be subject solely to the manufacturer's warranty. Any claims or warranty requests shall be directed to and resolved with the manufacturer.
- 5.3. No warranty shall apply to:
 - Customer-supplied parts or materials;
 - Labor associated with installation of customer-supplied items;

- Damage caused by misuse, neglect, or accidental incidents;
- Pre Existing plumbing conditions;
- Acts of God, vandalism, third-party interference, or other external factors beyond the Company's control.

5.4. Under no circumstances shall the Company be liable for indirect, incidental, special, or consequential damages arising from the use or inability to use the Services provided, whether under contract, tort, or any other legal theory.

6. Client Responsibilities

To ensure a safe and efficient working environment, the Client agrees to:

- Provide unobstructed access to all areas where Services will be performed;
- Furnish necessary utilities, including water and electricity, and restroom access if required;
- Remove or secure any personal, fragile, or valuable items from work areas;
- Notify the Company of any known hazards, pre-existing conditions, or special circumstances that may affect the performance of Services.

7. Media Release

Unless expressly objected to in writing prior to or at the time of service, the Client grants the Company a limited, royalty-free, non-exclusive license to photograph or record video footage of completed work for use in marketing materials, social media platforms, and promotional portfolios. Such media shall not include any personal identifying information or residential address without the Client's express written consent.

8. Licensing and Service Limitations

The Company is a duly licensed and insured contractor authorized to perform plumbing and backflow services in the State of Texas. The Company does not engage in, and expressly disclaims any responsibility for, services outside the plumbing trade, including but not limited to electrical work, HVAC services, and general contracting. Clients are solely responsible for retaining appropriate licensed professionals for such services.

Tapped Out Plumbing and Backflow RMP-45090 / BPAT 0023720

469-826-3610

www.TappedOutPlumbingandBackflow.com

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Acknowledgment and Acceptance

By engaging Tapped Out Plumbing and Backflow for services, the Client acknowledges that they have read, understood, and agreed to the terms and conditions set forth in this Service Agreement. This Agreement shall govern all services rendered unless modified by a subsequent written agreement executed by both parties.