

# **ELECTRICAL CONTRACTOR CONTRACT**

This Electrical Service Agreement (the "Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

## **I. THE PARTIES**

### **The Contractor:**

Name: \_\_\_\_\_

Company Name (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

State Contractor License Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

(hereinafter referred to as the "Contractor")

AND

### **The Client:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

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

(hereinafter referred to as the "Client")

The Contractor and the Client are collectively referred to herein as the "Parties."

## II. PROJECT SITE

The electrical services defined in this Agreement shall be performed at the following location (the "Property"):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code:

### III. SCOPE OF WORK

The Contractor agrees to perform the electrical services described below (the "Services"). The Contractor shall provide all labor, materials, equipment, and supervision necessary to complete the work in accordance with applicable codes, including the National Electrical Code (NEC).

The specific description of the Services is:

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#### IV. CONTRACT PRICE AND PAYMENT TERMS

The Client agrees to pay the Contractor for the Services as follows:

**1. Total Contract Price:**

The total price for the Services shall be \$ \_\_\_\_\_ (the "Contract Price").

**2. Deposit:**

A non-refundable deposit of \$ \_\_\_\_\_ is required upon signing this Agreement.

**3. Payment Schedule:**

The balance of the Contract Price shall be paid as follows (check one):

**Upon Completion:** The remaining balance shall be paid in full upon substantial completion of the Services.

**Progress Payments:** Payments shall be made according to the following schedule:

- \$ \_\_\_\_\_ due upon:

\_\_\_\_\_

- \$ \_\_\_\_\_ due upon:

\_\_\_\_\_

- \$ \_\_\_\_\_ due upon:

**Hourly Rate:** The Client shall pay an hourly rate of \$

\_\_\_\_\_ per hour, plus the cost of materials. Invoices shall be submitted  Weekly  Bi-Weekly  Monthly.

**4. Late Payments:**

Payments not received within \_\_\_\_\_ days of the due date shall incur a late fee of \_\_\_\_\_ % per month or the maximum allowed by law, whichever is less.

**V. TIMELINE****1. Commencement Date:**

The Contractor shall commence work on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**2. Completion Date:**

The Contractor estimates that the Services will be substantially completed by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subject to changes in scope, weather conditions, or delays beyond the Contractor's control.

**VI. PERMITS AND INSPECTIONS****1. Permits:**

The Contractor shall be responsible for obtaining all necessary electrical permits required by local authorities. The cost of such permits is:

- Included in the Contract Price.
- To be paid separately by the Client.

**2. Inspections:**

The Contractor shall coordinate all required inspections. The Client agrees to provide access to the Property for such inspections.

**VII. CHANGE ORDERS**

Any changes to the Scope of Work, including additions, deletions, or modifications, must be made in writing and signed by both Parties (a "Change Order"). Any Change Order shall specify the adjustment to the Contract Price and the estimated completion date. The Contractor is not obligated to perform additional work until a Change Order is executed.

## **VIII. CONCEALED CONDITIONS**

If the Contractor encounters concealed physical conditions at the Property that differ materially from those indicated in the Scope of Work or generally recognized as inherent in the work of the character provided for in this Agreement (e.g., existing code violations, hazardous materials, or structural defects), the Contract Price and Timeline shall be equitably adjusted via a Change Order.

## **IX. WARRANTY**

The Contractor warrants that the Services will be performed in a workmanlike manner and in accordance with applicable electrical codes.

### **1. Labor Warranty:**

The Contractor provides a warranty on labor for a period of

\_\_\_\_\_ (e.g., 1 year) from the date of completion.

### **2. Material Warranty:**

Materials and equipment are warranted only to the extent of the manufacturer's warranty. The Contractor assigns all manufacturer warranties to the Client upon full payment.

## **X. INSURANCE AND LICENSING**

The Contractor represents that it holds a valid electrical contractor's license in the jurisdiction

where the Property is located. The Contractor shall maintain General Liability Insurance and, if required by law, Workers' Compensation Insurance for the duration of the project.

## **XI. INDEMNIFICATION**

To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless the Contractor against any claims, damages, or liabilities arising out of the Client's negligence or breach of this Agreement. The Contractor agrees to indemnify and hold harmless the Client against any claims, damages, or liabilities arising out of the Contractor's negligence or gross misconduct in the performance of the Services.

## **XII. ACCESS AND UTILITIES**

The Client agrees to provide the Contractor with reasonable access to the Property during normal business hours to perform the Services. The Client shall provide, at no cost to the Contractor, access to electricity and water necessary for the completion of the work. The Client agrees to remove personal property and furniture from the work area prior to the Commencement Date.

## **XIII. TERMINATION**

### **1. Termination by Client:**

The Client may terminate this Agreement if the Contractor fails to perform the Services in accordance with this Agreement and fails to cure such default within \_\_\_\_\_ days after receiving written notice.

### **2. Termination by Contractor:**

The Contractor may terminate this Agreement if the Client fails to make payments when due or fails to provide access to the Property, and fails to cure such default within \_\_\_\_\_ days after receiving written notice.

## **XIV. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

## **XV. DISPUTE RESOLUTION**

In the event of a dispute arising out of or relating to this Agreement, the Parties agree to attempt to resolve the dispute through good faith negotiations. If negotiations fail, the dispute shall be resolved by (check one):

- Mediation:** The Parties shall submit the dispute to a neutral mediator.
- Arbitration:** The Parties shall submit the dispute to binding arbitration.
- Litigation:** The Parties may pursue relief in a court of competent jurisdiction.

## **XVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

## **XVII. ADDITIONAL TERMS AND CONDITIONS**

Additional terms are as follows:

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

**CONTRACTOR:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CLIENT:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Print Name: \_\_\_\_\_

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**NOTARY ACKNOWLEDGMENT\*\***

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me,

\_\_\_\_\_ (Name of Notary Public), personally appeared

\_\_\_\_\_ (Name of Signer), proved to me on the basis of

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within

instrument and acknowledged to me that he/she/they executed the same in his/her/their

authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of  
\_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Print Name: \_\_\_\_\_

(Seal)