

Emergency Plumbing Service
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EPS = EMERGENCY PLUMBING SERVICE

GENERAL CONDITIONS & COMPANY RESPONSIBILITY: Our work shall be performed using our regular equipment and methods. If we discover during the cleaning process that the drainage tile, any of the inside lines and/or other lines being serviced are settled, broken, deteriorated, damaged or are of such construction or condition as to make cleaning them safely and properly using our regular equipment and methods ("Unknown Conditions"), in our sole discretion, impracticable, EPS shall not be held responsible for such discovered conditions, and any repairs to said lines may be done at your sole cost. Further, in the event Unknown Conditions are discovered after our work begins, you agree and acknowledge that EPS shall have no further obligation to complete our work absent your specific agreement to perform additional work to correct such Unknown Conditions at your sole cost. In the event you do not authorize work to correct Unknown Conditions for any reason, then EPS shall have no further obligation to provide any work under this Agreement and you shall pay EPS a reasonable charge for services rendered prior to discovering such Unknown Conditions and for the cost of recovering any equipment that is lost in or cannot be removed from a line due to said Unknown Conditions. You specifically acknowledge that from time to time, equipment such as snakes and/or cameras may become stuck in your drains and/or pipes. You further acknowledge and agree that that such equipment shall remain the sole property of EPS and agree to return such equipment to EPS when possible and without demand. If any such equipment is not returned EPS has the right to bill for said equipment.

EPS is not responsible for damage to the premises caused by the removal of the cleanout, drain cover and/or cap which is removed in the process of servicing the line. You acknowledge and agree that a cleanout, drain cover and/or cap may need to be replaced after removal at your sole cost. EPS shall notify you if a replacement is needed and if authorized, such replacement shall be made at an additional charge which may include a charge for labor for its installation. If the customer refuses to authorize replacement, EPS shall not be responsible for any damages to you or your property thereafter from any and all causes including, but not limited to sewer gas, back-ups or leakage through such cover cap or opening due to rain, snow, sleet or other inclement weather.

EPS shall not be responsible for cleaning or damage to leaky or defective traps, hidden or unknown lead pipe, improperly installed or faulty plumbing, rusted or defective pipes, corrosion or unusual restrictions due to mineral or hard water buildup, harmful cleaning chemicals such as sulfuric or caustic acids or lines which are settled, broken, deteriorated or damaged. If during the cleaning process, fixtures are damaged or broken because the line was defective or joints were corroded or improperly installed, or if our equipment becomes lodged in any such defective lines, tiles, piping or plumbing and cannot be practically removed without excavation, EPS shall not be liable for the removal of said equipment or for the repairs or replacement of such fixtures, tiles, piping or plumbing. This agreement covers only the items listed above and the installed plumbing arrangements existing on the date hereof. Grass replacement, landscape damage, wall patching, painting, tile replacement, concrete replacement or any other type of damage to your property which is necessary to complete our work shall be your sole responsibility to repair or replace. Owner understands property will be in a modified state. EPS is not responsible for damage to or from undisclosed, unmarked or improperly marked underground utilities. Further, although we try to keep damages to a minimum, EPS shall not be is not responsible for any damages to your property caused by water or sewer backup during or after the cleaning process for any reason.

Camera videos are only stored for 1 year

DRAINS & SUMP PUMPS: EPS guarantees drain lines for 30 days after work is completed with normal use. There will be no guarantee on any line that has been deemed "abused". In the event of drainage failure within 30 days after completing our work, EPS will furnish services to remedy such failure at no cost to you, one time within 30 days, as readily and as promptly as possible during normal working hours using only the same methods previously used and within same amount of time as previously billed for. In the event additional methods are necessary to service your drain, EPS reserves the right to bill for the cost differential associated with using different methods, but in no event shall EPS be held liable for water and/or other damage to the property and/or customer by reason of any delay. Our guarantee for all interior drains or a main sewer line covers failure due to normal usage, and shall not cover stoppage caused by intervening structural defects in the lines or stoppages caused by any "abuse" including, but not limited to, rags, flushable wipes, feminine products, paper towel, newspaper, and/or other objects not usually or customarily disposed of through the drainage system. If grease is present in drain line, no guarantee is provided unless our initial work includes use of a hydro-jet. If during the guarantee period, EPS finds that the stoppage was caused by such defects or abnormal usage, then EPS shall have the right to make an additional charge based upon the reasonable value of the service rendered in removing such stoppage. If we repair or replace your sump pump and your sump pump subsequently fails for any reason, our responsibility shall be limited to repair or replacement only within our general warranty. If any debris from sump pit prevents sump pump from proper operation EPS is not responsible for repairs to correct problem or any damages caused by this problem. If EPS tests, repairs or replaces your RP device and your RP device subsequently fails for any reason, our responsibility shall be limited to repair or replacement of device only within our general warranty.

WINTERIZATION: This procedure is not a guaranty or warranty of any kind with respect to the HVAC, plumbing, or any other mechanical systems at this property. The plumbing system should be de-winterized by a licensed contractor or plumber before the water is turned back on, to assure that the system is operational. Be aware that antifreeze is used and may be harmful if swallowed by persons or animals. Winterization is a precautionary measure and is not guaranteed to completely safe guard your system. Therefore, Emergency Plumbing is not responsible for any leaks and/or breakage to the systems in which we winterize due to freezing. Our standard warranty applies for service rendered.

WARRANTY: We warrant our workmanship for sixty days after our work is performed. Our Warranty is limited for products used as part of our work to the manufacturer's guarantee, and labor for replacement may be charged if not covered by manufacturer. In no event shall EPS be held liable for water or other damage to the property of the customer for any reason and/or for consequential damages, regardless of cause. The intent of the warranty is to ensure quality service. There are many variables that are not within the control of EPS. We solely warrant the work that we do and will repair or replace whatever we do during the terms of the warranty as stated. This warranty does not cover damages unless specifically stated. EPS shall not be responsible for damages to customer's property caused by EPS using necessary steps to complete the work to be done. Customer provided materials are in no way warranted by EPS. If any damages caused due to product / material failure EPS's responsibility shall only be limited to repair or replacement of product / material only within our general warranty.

DISCLAIMER OF THE WARRANTIES: TO THE EXTENT AUTHORIZED BY LAW, EPS HERBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES NOT EXPRESSLY PROVIDED HEREIN, EITHER EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF OUR PRODUCTS OR SERVICES.

OVERDUE BALANCES: Payment is due as specified herein. EPS reserves the right to charge a late fee of up to 1.5% per month (18% annually) on any account balance that is unpaid and overdue by 30 days or more. In the event EPS filed suit against you for any unpaid and overdue account balance, you agree that we may also recover our costs and attorney's fees from you.

CHECKS AND RETURNED CHECK FEES: EPS will not honor any limiting notations you make on or with your checks. EPS will charge \$50 for each returned check.

This agreement, together with the provisions and conditions above and/or on front, embodies the entire agreement of the parties, and there are no promises, terms, conditions or obligations, oral or written, and referring to the subject matter hereof other than as contained herein.