

# ELECTRICAL CONTRACT

This electrical contract (the "Contract"), dated this \_\_\_\_\_, is made and entered into by and between:

Electrician: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ ("Electrician"), and

Client: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ ("Client").

Electrician and Client are referred to collectively as the "Parties" hereinafter.

**WHEREAS** Electrician has full capability, authority, and capacity to provide certain electrical services described in this Contract; and

**WHEREAS** Client desires to hire Electrician to provide said electrical services, and Electrician is willing to perform them under the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. TERM.** The term of this Contract shall commence on \_\_\_\_\_ and terminate: *(check one)*

- ☐ - **At-Will:** Written notice of at least \_\_\_\_\_ days' notice.
- ☐ - **End Date:** On \_\_\_\_\_.
- ☐ - **Other:** \_\_\_\_\_.

**2. SERVICES.** Electrician shall provide industry standard electrical services as reasonably necessary to perform the work set out under this Contract. Specifically, Electrician shall perform the following services:

\_\_\_\_\_ (hereafter, the "Services").

It is further agreed that any desired changes to the scope of these Services must be approved with the prior written consent of both Parties.

**3. EQUIPMENT.** Electrician shall: *(check one)*

- ☐ – Be responsible for providing their own tools, supplies, and materials.
- ☐ – Receive all necessary tools, supplies, and materials from the Client.

**4. SCHEDULE.** Electrician shall: (*check one*)

- ☐ – Perform the Services without adherence to a weekly schedule.
- ☐ – Abide by the following weekly schedule when performing the Services:

|                                      |              |                                                         |            |                                                         |
|--------------------------------------|--------------|---------------------------------------------------------|------------|---------------------------------------------------------|
| <input type="checkbox"/> - Monday    | Start: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | End: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Tuesday   | Start: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | End: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Wednesday | Start: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | End: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Thursday  | Start: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | End: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Friday    | Start: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | End: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Saturday  | Start: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | End: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Sunday    | Start: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM | End: _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM |

**5. LOCATION OF SERVICES.** Electrician shall perform the Services at the following location: \_\_\_\_\_ (hereafter, the “Premises”).

**6. PREMISES AUTHORIZATION.** Both Parties agree that: (*check one*)

- ☐ – Electrician and any of the Electrician's employees, agents, and contractors shall be authorized to enter and access the Premises as reasonably necessary to perform the Services and subject to any schedule provided in Section IV.
- ☐ – Only those individuals expressly named herein shall be authorized to enter and access the Premises as such: \_\_\_\_\_

**7. COMPENSATION.** Client agrees to pay Electrician the following compensation for the Service performed under this Contract: (*check one*)

- ☐ - **Hourly Fee.** \$\_\_\_\_\_ per hour.
- ☐ - **A Flat Fee.** A total of \$\_\_\_\_\_.
- ☐ - **Other:** \_\_\_\_\_.

Client shall make any compensation payments to Electrician in the following manner: (*check one*)

- ☐ - **When Invoiced**
- ☐ - **Daily**
- ☐ - **Weekly**
- ☐ - **Bi-Weekly**
- ☐ - **Monthly**
- ☐ - **Other:** \_\_\_\_\_.

**8. RETAINER.** Client: *(check one)*

☐ – Shall be required to pay a retainer in the amount of \$\_\_\_\_\_ to Electrician. Such retainer shall be: *(check one)* ☐ refundable, or ☐ non-refundable.

☐ – Shall *not* be required to pay a retainer before Electrician is able to commence performance of the Services.

**9. EXPENSES.** Electrician shall be: *(check one)*

☐ – Reimbursed for expenses performed under this Contract. Specifically, this shall be known to include: *(check one)*

☐ - All expenses and costs, including but not limited to supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided.

☐ - Only the following expenses that are attributable directly to the Services performed under this Contract: \_\_\_\_\_

☐ – Responsible for all expenses and costs incurred related to providing the Services under this Contract. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided.

**10. LIABILITY INSURANCE.** Electrician agrees to bear all responsibility for the actions related to themselves and any and all of Electrician's employees, personnel, agents, and contractors. Electrician agrees to obtain or hold comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability during the course of this Contract. There shall be: *(check one)*

☐ – No set minimum amount required for said liability insurance.

☐ – A minimum dollar amount for said liability insurance, which shall be a combined single limit of \$\_\_\_\_\_.

**11. TERMINATION.** Client or Electrician may terminate this Contract at any time for cause by providing written notice of a material breach of the other Party.

**12. INDEPENDENT CONTRACTOR STATUS.** Electrician, pursuant to the Internal Revenue Code, is an independent contractor. Neither the Electrician's employees, nor

any of Electrician's agents, personnel, or contractors shall be deemed, construed, or referred to as the Client's employees.

**13. BUSINESS LICENSES, PERMITS, AND CERTIFICATES.** Electrician represents and warrants that all employees, agents, and other such personnel, contractors, or associates shall comply with applicable federal, state, and local laws requiring any licenses, permits, and certificates necessary to perform the Services under this Contract.

**14. FEDERAL AND STATE TAXES.** Under this Contract, Client shall not be responsible for withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from Electrician's payments to employees or make payments on behalf of the Electrician. Nor shall Client be responsible for making federal or state unemployment compensation contributions on the Electrician's behalf, nor any tax payments incurred by Electrician related to or while performing the Services under this Contract, including all applicable income taxes and, if Electrician is not a corporation, all applicable self-employment taxes. Upon demand, Electrician shall provide Client with proof that such payments have been made in fact.

**15. UNEMPLOYMENT AND WORKERS' COMPENSATION.** Electrician shall be solely responsible for the unemployment compensation payments on behalf of their employees. Electrician shall not be entitled to unemployment compensation in connection with the Services performed under this Contract. Electrician shall be responsible for providing all workers' compensation insurance on behalf of their employees. If Electrician hires employees to perform any work under this Contract, Electrician agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, Electrician must provide certificates proving workers' compensation insurance at any time during the performance of the Services.

**16. INDEMNIFICATION.** Electrician hereby agrees to indemnify and hold the Client harmless from any loss or liability arising from or related to the performance of the Services under this Contract.

**17. CONFIDENTIALITY.** Electrician acknowledges that it may be necessary for Client to disclose certain non-public, confidential, or proprietary information to Electrician in order for Electrician to perform the duties imposed by this Contract. In the event that Client divulges such confidential or proprietary information, Electrician acknowledges that disclosure to a third party or misuse of such proprietary or confidential information would irreparably harm Client. Accordingly, Electrician will not disclose or use, either during or after the term of this Contract, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform Services when authorized.

Proprietary or confidential information includes, but is not limited to, the written, printed, graphic, or electronically recorded materials furnished by Client for Electrician to use, any written or tangible information stamped "confidential," "proprietary," or with a similar

legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information, and information belonging to customers and suppliers of the Client about whom the Electrician gained knowledge as a result of delivering the Services to Client. Upon termination of this Contract, or at Client's request, Electrician shall deliver to Client all materials in the Electrician's possession relating to Client's business. Electrician acknowledges any breach or threatened breach of confidentiality that this Contract will result in irreparable harm to Client for which damages alone would be an inadequate remedy.

**18. NO PARTNERSHIP.** This Contract does not create a partnership relationship between Client and Electrician. Unless otherwise directed, Electrician shall have no authority to enter into contracts on the Client's behalf or represent Client in any manner or action.

**19. ASSIGNMENT AND DELEGATION.** Unless otherwise prohibited under this Contract, Electrician may assign rights and may delegate duties under this Contract to other individuals or entities acting as subcontractors. Electrician recognizes that they shall be liable for all work performed by the subcontractors and shall hold the Client harmless of any liability in connection with subcontractors' performed work.

**20. GOVERNING LAW.** This Contract shall be governed by the laws of \_\_\_\_\_.

**21. SEVERABILITY.** This Contract shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**22. BREACH WAIVER.** Any waiver by the Client of a breach of any section of this Contract by Electrician shall not operate or be construed as a waiver of any subsequent breach by Electrician.

**23. ADDITIONAL TERMS AND CONDITIONS.** \_\_\_\_\_

**24. ENTIRE AGREEMENT.** This Contract, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Contract supersedes any prior agreements, promises, conditions, or understandings between Client and Electrician.

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have caused this Contract to be executed as of the date first above written.

**Electrician's Signature:** \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Client's Signature:** \_\_\_\_\_  
Print Name: \_\_\_\_\_