

# Electrical Contract

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This **Electrical Contract** ("**Contract**") is entered into as of \_\_\_\_\_ ("**Effective Date**") by and between the following parties:

**Contractor**

**Client**

**WHEREAS**, the Contractor is a licensed electrical contractor,

**WHEREAS**, the Client desires to obtain electrical services for the property located at \_\_\_\_\_; and

**WHEREAS**, the Contractor possesses the qualifications, experience, licenses, and resources necessary to perform such services;

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained in this Contract, the Parties agree as follows:

## 1. Scope of Work

The Contractor shall provide electrical services as described in this Contract and any specifications, plans, drawings, work orders, or written instructions approved by both Parties.

The services may include installation, repair, replacement, maintenance, testing, inspection, troubleshooting, wiring, electrical panel work, lighting installation, electrical equipment installation, and related electrical services necessary to complete the project ("**Work**").

The Contractor shall perform the Work in a professional manner consistent with applicable industry standards.

## 2. Project Location

The Work shall be performed at the following location:

**Project Address:** \_\_\_\_\_

The Client shall provide reasonable access to the property and work areas necessary for the Contractor to perform the Work.

## 3. Contract Term

This Contract shall commence on \_\_\_\_\_ and shall remain in effect until the completion of the Work unless terminated earlier in accordance with the Termination clause.

The estimated completion date is \_\_\_\_\_. The Parties acknowledge that completion schedules may be affected by weather conditions, material availability, site conditions, inspections, permit approvals, or other circumstances beyond the Contractor's reasonable control.

## 4. Compensation

In consideration for the Work, the Client shall compensate the Contractor as follows:

Description	Amount
Contract Price	
Deposit Due Upon Execution	
Progress Payments	
Final Payment	

Unless otherwise specified, invoices shall be due within \_\_\_\_\_ days following receipt.

The Contractor may suspend performance of the Work if payments are not made when due after providing reasonable notice to the Client.

## **5. Changes to the Work**

Any modification to the Scope of Work, project specifications, materials, equipment, scheduling, or project requirements shall be documented in writing and approved by both Parties before implementation.

Any approved change may result in adjustments to the contract price, project schedule, or both.

The Contractor shall not be obligated to perform additional work that has not been approved in writing by the Client.

## **6. Permits and Inspections**

Unless otherwise agreed in writing, the Contractor shall obtain permits required specifically for the Work being performed under this Contract.

The Client shall cooperate with all permit applications, inspections, and approvals required by applicable authorities.

Any delays caused by permitting authorities, inspections, utility providers, or governmental agencies shall not constitute a breach of this Contract by the Contractor.

## **7. Materials and Equipment**

The Contractor shall furnish the materials, tools, equipment, and labor necessary to perform the Work unless otherwise specified in writing.

Any materials supplied by the Client shall meet applicable safety and performance requirements. The Contractor shall not be responsible for defects, delays, failures, or damages arising from materials provided by the Client.

Ownership of installed materials and equipment shall transfer to the Client upon full payment of all amounts due under this Contract.

## 8. Contractor Responsibilities

The Contractor shall:

- Maintain all licenses, registrations, and authorizations required to perform the Work.
- Perform the Work in a safe and professional manner.
- Use qualified personnel to perform electrical services.
- Comply with applicable safety requirements and industry standards.
- Maintain reasonable housekeeping of the work area during performance of the Work.

## 9. Client Responsibilities

The Client shall:

- Provide timely access to the project site.
- Furnish information reasonably necessary for the performance of the Work.
- Obtain approvals under the Client's control that may affect the project.
- Make payments in accordance with this Contract.
- Notify the Contractor of known site conditions that could affect safety or performance.

## 10. Site Conditions

The Contractor's pricing and scheduling are based upon conditions reasonably observable before commencement of the Work.

If concealed conditions, hazardous conditions, structural deficiencies, unforeseen utilities, code deficiencies, or other circumstances are discovered that materially affect the Work, the Contractor may propose an equitable adjustment to the contract price, project schedule, or both.

The Contractor shall promptly notify the Client upon discovery of such conditions.

## 11. Safety

The Contractor shall implement reasonable safety measures for personnel performing the Work.

The Client shall keep unauthorized persons away from active work areas and shall not interfere with safety procedures implemented by the Contractor.

Either Party shall promptly notify the other of any incident, injury, property damage, or unsafe condition relating to the Work.

## 12. Warranty

The Contractor warrants that workmanship performed under this Contract shall be free from material defects for a period of \_\_\_\_\_ following substantial completion of the Work.

This warranty does not apply to:

- Damage caused by misuse, neglect, alteration, accidents, or unauthorized repairs.
- Normal wear and tear.
- Equipment or materials manufactured by third parties beyond any warranty provided by the manufacturer.
- Conditions outside the Contractor's control.

The Client shall provide written notice of any warranty claim within the applicable warranty period.

## 13. Limitation of Liability

To the fullest extent permitted by applicable law, neither Party shall be liable to the other for indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Contract.

The Contractor's total liability arising from this Contract shall not exceed the total compensation actually paid to the Contractor under this Contract, except to the extent prohibited by applicable law.

## 14. Insurance

The Contractor shall maintain commercially reasonable insurance coverage during the performance of the Work, including applicable liability coverage and any legally required workers' compensation coverage.

Upon reasonable request, the Contractor may provide evidence of such coverage.

## 15. Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from events beyond its reasonable control, including natural disasters, severe weather, utility interruptions, labor disputes, governmental actions, material shortages, transportation disruptions, or other unforeseen events.

The affected Party shall notify the other Party as soon as reasonably practicable and shall resume performance when circumstances permit.

## 16. Termination

Either Party may terminate this Contract for cause if the other Party materially breaches its obligations and fails to cure the breach within \_\_\_\_\_ days after receiving written notice.

The Client may terminate this Contract without cause by providing written notice to the Contractor. In such event, the Contractor shall be entitled to payment for all Work performed, materials ordered, commitments incurred, and reasonable demobilization costs through the termination date.

Upon termination, the Client shall promptly pay all undisputed amounts owed under this Contract.

The obligations relating to payment, warranties, liability limitations, dispute resolution, and any provisions intended to survive termination shall remain effective after termination.

## 17. Independent Contractor

The Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of the Client.

Nothing contained in this Contract shall be interpreted as creating an employment relationship between the Parties.

## 18. Notices

Any notice required under this Contract shall be provided in writing and delivered personally, by recognized courier service, by certified mail, or by electronic mail to the addresses designated by the Parties.

Notice shall be deemed received on the date of delivery or transmission confirmation.

## 19. Governing Law and Dispute Resolution

This Contract shall be governed by and interpreted in accordance with the laws of the jurisdiction specified below, without regard to conflict of law principles.

Governing Jurisdiction: \_\_\_\_\_

The Parties shall attempt in good faith to resolve any dispute through negotiation before commencing formal legal proceedings.

## 20. Entire Agreement

This Contract constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior discussions, negotiations, representations, and understandings relating to the Work.

No amendment to this Contract shall be effective unless made in writing and signed by both Parties.

## 21. Severability

If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 22. Assignment

Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party, except as part of a merger, acquisition, or transfer of substantially all business assets.

## 23. Signatures

The Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Contract.

**Contractor**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Client**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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