**Electrical Services Agreement**

This Electrical Service Agreement (hereinafter referred to as the "Agreement") is entered on [Current Date] and shall stand effective on [Effective Date] (hereinafter referred to as the "Effective Date"), by and between [Electrical Company Name] (hereinafter referred to as the "Service Provider") with their principal place of business at [Company Address] and [Client Name] (hereinafter referred to as the "Client", and together with the Service Provider, the "Parties") situated in [Client Address] (hereinafter referred to as the "Client's Premise").

THEREFORE, in consideration of the covenants and other mutual promises and agreements contained herein, the receipt and sufficiency of which are to be acknowledged hereby, the Parties agree to the terms and conditions as mentioned below.

Terms and Conditions

**1. Scope of Work**

The Service Provider shall provide electrical maintenance and installation services for the Client at the Client's Premise.

Support services shall be accessible to the Client from [Service Start Hour] till [Service Stop Hour], [Number] days a week, and messages left after the aforementioned hours shall be returned after [Number] hours. Additionally, services shall also be provided between the mentioned timeline, and the exigencies of services after-hours/weekend services must be requested and shall be subject to Service Provider's availability at after-hours rates.

**2. Provided Services**

The Service Provider shall conduct all electrical maintenance inspections at Client's Premise and provide all chore which may be required to repair any necessary electrical fault and to restore the respective item back to working order. This includes, and is not limited to, the repair and servicing of the following as mentioned below:

1. [List of Services to be Provided]

The Service Provider shall be paid by the Client for:

1. Support services offered by the Service Provider, which must be included in the monthly fees.
2. The traveling costs for the Service Provider to attend the Client's Premise to any scheduled maintenance callout during ordinary working hours shall be included in the monthly fee.
3. For any health damages cost to the Service Provider, an additional cost from the Client's account is liable under the Occupational Health and Safety Act of the judicature.
4. For any Client specified service, the Service Provider must be informed and the cost of which is to be covered in the monthly fees as well.

**3. Excluded Services**

The products and services set forth below shall not be included or covered in the monthly fees:

1. Damages as a result of illicit associations.
2. Damages and defects caused by contravention with the Electrical Installation and Regulation laws of the state.
3. Any services, products, and materials used to rectify any obstruction with the legislation as stated above.

The Client must understand and agree to the term that any service that may be required to recover from electrical failures/incidents or damages that are caused by natural calamities or terrorism and vandalism will not be considered as normal maintenance and hence, shall not be covered in this Agreement.

Services and repairs made by the alteration or modification of equipment, fittings or connections other than that which has been mentioned by the Service Provider, damages caused due to spikes in supply, or due to neglect, abuse, or misuse are not covered in the maintenance for the Service Provider as per the Agreement hereby.

**4. Excluded costs**

The Client shall agree that the following costs set forth below are not covered in the monthly fees plan as is laid out in the Agreement and thus, is liable to be charged by the Service Provider as per their wish from the Client in addition to the monthly fees

1. Any labor for work performed outside of the aforementioned services.
2. Hardware, parts, materials, or appliances supplied or provided to the Client while installation or maintenance.
3. Manufacturer/vendor support fees, either through annual contract or per incident.
4. Traveling and after-hours fees.

**5. Additional Projects**

The Service Provider may advise, or the Client may occasionally require additional or rectified services outside the terms of the Agreement. A written quote shall be provided to the Client by the Service Provider during any such need, to which the Client shall provide a written acceptance for any additional project before it commences. The Client shall pay a separate invoice(s) for such sanctioned additional projects.

Additional projects may include, but shall not be limited to, system development/customization, programming, bringing systems to minimum standards, training provided to the Client or any other employee regarding the electrical installations, and designing, management, and advisory consulting services.

**6. Pricing and Payment**

In consideration of the Services offered by the Service Provider, the Client must pay the Service Provider a sum of [Amount] via [Mode of Banking] by the first day of every month. The price distribution for the monthly fees is set forth below. If the payment gets interrupted for whatsoever reasons, the services therein shall be suspended until such times as all the outstanding payments due to the Service Provider has been made.

An additional [Hike Percent] hike in price shall be made annually from every Effective Date of the Agreement unless the Client cancels the Agreement anytime in between.

Apart from the monthly fees, the Client shall also pay for any travel or after-hours services of the Service Provider, the distribution of which shall not be mentioned in the Agreement hereby.

The distribution of the monthly fees that are to be paid by the Client to the Service Providers is as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Name** | **Pricing** | **Quantity** | **Amount** |
| Labor | $0.00 | 1 | $0.00 |
| Wiring | $0.00 | 1 | $0.00 |
| Plate Installation | $0.00 | 1 | $0.00 |

**Grand Total** (Inclusive of Tax): $0.00

**7. Term and Obligations**

Initially, the term for this Agreement shall be one (1) year, starting from the Effective Date, and the Agreement shall renew every year at the Effective Date with a [Hike Percent] hike in the payment of the Service Provider as is mentioned in above sections. The Agreement shall automatically renew itself annually, unless written notice is sent by the Client to the Service Provider one month prior to cancellation, regarding their intention to cancel the Agreement.

Obligatorily, the Client is required to undergo a preliminary diagnostic step to provide additional information regarding a support request before the dispatch of a technician. Also, the Client must refrain from hiring or sub-contracting any of the Service Provider's employee/subsidiary in terms of any service, electrical installations, repairs, or otherwise.

**8. Party Obligation**

Except if stated otherwise, the Client shall be responsible for providing necessary electricity, information, and access to the Client's Premise as required by the Service Provider to render their service. The Client shall be responsible for the preparation or maintenance of the site for such installation or maintenance, including the need to provide electrical power. The installation dates for any product/material must be considered tentative.

**9. Termination**

If there stands a breach or dispute within the Parties regarding the terms stated in the Agreement or generally regarding the services that are being provided, the Parties can cancel the Agreement anytime with a written notice that is sent to both the Parties and with written consent from the Parties alone for the cancellation of the Agreement.

**10. Arbitration**

In the event of any dispute arising in and out of this agreement between the Parties, it shall be resolved by Arbitration. There shall be [Number of Arbitrators] which shall be appointed by [Party(s) Name]. The place of Arbitration shall be [Place of Arbitration] and Seat shall be [State of 'State']. The Arbitrators’ decision shall be final and will be binding upon both Parties.

**11. Miscellaneous**

1. **Warranty**: The Service Provider warrants for any service, products, or materials that are to be supplied/installed by the Service Provider shall be done in accordance with a proper workmanlike manner, consistent with general industry standards, and in compliance with the requirements of the Agreement.
2. **Liability**: The Service Provider shall not be liable to anyone in cases of damage or loss, indirectly or deliberately, which is not included in the Agreement hereby.
3. **Governing Law:** This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of State of [State].
4. **Notice**: Any notice addressed to either/both of the Parties must be addressed to them through their certified mailing address or email, in physical or digital mode of sharing.
5. **Force Majeure**: No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.
6. **Amendment**: Remodification, amendment, changing any terms in the Agreement shall result in severe legal actions as per the judicature of the state. However, in cases of specific changes in terms of this Agreement, the Parties can opt for the amendment only after written consent from both the parties is made viable before the laws.
7. **Entirety**: This Agreement and other annexures, therefore, constitute the entire agreement between the Parties with respect to the matter of subject hereof and thus, supersedes all prior agreements, purchases, understandings, and negotiations, written or phonated, between the Parties.

**Acceptance and Signature**

**Signature**

Assign signer 1

**Name**

Assign signer 1

**Date**

Assign signer 1

**Signature**

Assign signer 2

**Name**

Assign signer 2

**Date**

Assign signer 2