



Powell's Plumbing and Air
152 Windy Hill Ln, Winchester, Virginia 22602 United States
(540) 665-8196
VA Contractor Licence #2705-033315

BILL TO

Eric Butler
1944 Crossings View Road
Paw Paw, WV 25434 USA

INVOICE
101789978

INVOICE DATE
Jun 13, 2025

JOB ADDRESS

Eric Butler
1944 Crossings View Road
Paw Paw, WV 25434 USA

Completed Date: 6/13/2025
Payment Term: Due Upon Receipt
Due Date: 6/13/2025

DESCRIPTION OF WORK

Pumped septic tank 1000 gallons. Had customer flush toilet and everything is flowing as it should to the septic tank. Photos and video included

TASK	DESCRIPTION	QTY	PRICE	TOTAL
HAMPSHIRE	Pumping of septic tank per 1000 gallons	1.00	\$380.00	\$380.00

PAID ON	TYPE	MEMO	AMOUNT
6/13/2025	Visa		\$402.80

SUB-TOTAL \$380.00

TAX \$22.80

TOTAL DUE \$402.80

PAYMENT \$402.80

BALANCE DUE **\$0.00**

Thank you for choosing Powell's Plumbing, LLC

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts. By accepting this invoice, the customer also accepts the attached terms & conditions Terms and Conditions.



Sign here

Date 6/13/2025

CUSTOMER ACKNOWLEDGEMENT

I confirm that all work completed by Powell's Plumbing, LLC has been done in a satisfactory and professional manner. I have had the opportunity to express any concerns or discrepancies regarding the provided work, and I either have no concerns, have found no discrepancies, or any issues I had have been resolved to my satisfaction. By accepting this invoice, I also accept the attached terms and Terms and Conditions. My signature below signifies my full and final acceptance of all work performed by the contractor.

Sign here



Date 6/13/2025

I authorize Powell's Plumbing, LLC to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Sign here



Date 6/13/2025

STANDARD TERMS AND CONDITIONS OF SERVICE

1. **Incorporation.** Any estimate submitted by Contractor to Customer incorporating these Terms (defined below) (each, a **“Proposal”**) shall be governed by, and subject to, these Standard Terms and Conditions of Service (the **“Terms”** and together with the Proposal, the **“Contract”**). By accepting a Proposal or otherwise engaging Contractor for the services and/or goods described in a Proposal, Customer agrees to be bound by these Terms.

2. **Defined Terms.** Capitalized terms used in these Terms shall have the meanings defined herein. To the extent that any capitalized term is not defined in these Terms, it shall have the meaning assigned to it in the Proposal.

3. **Conflicts with Proposal.** In the event of any conflict or inconsistency between these Terms and the terms of a Proposal, the terms and conditions of the Proposal shall control.

4. **Work.** Contractor shall perform the work more particularly described in the Proposal (the **“Work”**). The term **“Work”** shall include all labor, materials, and equipment necessary to complete the Work unless otherwise indicated in the Proposal.

5. **Acceptance.** The Proposal shall be valid for a period of thirty (30) days from the date of the Proposal. Upon execution by Customer, the Proposal and these Terms shall constitute the Contract between Customer and Contractor. Upon the expiration of the thirtieth (30th) day following the date of the Proposal, Contractor may accept, but has no obligation to accept, Customer’s acceptance of the Proposal.

6. **Time of Performance.** The Work shall begin on or about the Start Date and shall be complete on or before the Anticipated Completion Date. The Start Date and Anticipated Completion Date indicated in the Proposal are estimates only and do not constitute a guarantee of the actual date of completion of the Work. The Contractor shall exercise reasonable care to complete the Work by the Anticipated Completion Date. The Contractor shall be entitled to appropriate extensions of time should matters beyond its reasonable control prevent it from completing the Work by the date specified therein, including one or more Force Majeure Events (defined below), weather delays, changes in the Work, labor disputes, fire, delay in deliveries, neglect or interference by Customer or Customer’s additional/other contractors/subcontractors, agents or employees and unavoidable casualties. Any extension that is expected to extend beyond ten (10) business days shall be memorialized in writing and signed by both parties. Should Customer refuse to grant the Contractor’s reasonable request for time extension and the Contractor accelerates its performance as a result, the Customer will be obligated to compensate the Contractor for any acceleration damages incurred, including but not limited to payment of overtime wages to employees. Delays caused by events giving rise to a right to time extension as described in this Section 6 shall not be considered abandonment of the Project. In the event of a delay (including weather delays) greater than ninety (90) days, Customer shall have the right to terminate the Proposal providing written notice to Contractor, and Customer shall be billed and pay for all materials, equipment used, & work completed through the date of such termination.

7. **Contract Price.** Customer shall pay Contractor for all of the Work in the all-inclusive Contract Price set forth in the Proposal, and in accordance with the Payment Schedule set forth therein, subject to any changes agreed to by the Customer and Contractor in a signed writing. If a Deposit is included in the Proposal, such Deposit shall be (a) nonrefundable (except as indicated in Section 10 hereof) and (b) due upon execution of the Proposal.

- a. *Sewage Disposal System Installation only.* Contractor reserves the right to withhold any completion statement(s) and/or inspection reports until the Contract Price is received in full. In addition to the Contract Price, Customer shall be responsible for payment of any and all inspection fee(s) due and payable to the septic system engineer/designer and/or any governmental authorities.

8. **Right to Stop Work.**

- a. If any payment is not made timely to Contractor per the Payment Schedule, Contractor shall have the right to stop work and suspend performance of the Work until all past-due payments are received. The Customer shall be obligated to pay interest on all late payments pursuant to Section 9. Such interest shall begin to accrue from the date that any such payment is late. If Customer fails to pay Contractor within seven (7) days of stopping work, Contractor may terminate this Contract and seek recovery of all damages arising out of such breach including reasonable attorneys' fees and other collection costs.
- b. If the Work is stopped or delayed for a period of ten (10) consecutive days due to: (i) the fault or negligence of Customer, (ii) the Customer's agents or contractors/subcontractors, (iii) the Customer's failure to make proper payment thereon as provided herein, or (iv) the Customer's material breach of the Customer's responsibilities or obligations under the Contract, then Contractor may give Customer written notice of the intent to terminate this Contract for cause. If the Customer has not remedied such breach(es) within seven (7) days after the date of Contractor's notice, the Contractor may give a written notice of termination and recover from Customer compensation for: (1) all Work performed to the date of termination; (2) any liability, obligations, damages, commitments, and/or claims that the Contractor may have incurred or might in good faith incur in connection with terminating the Contract; (3) any damages the Contractor may incur as a result of the termination; (4) the Contractor's unearned profit; and (5) the Contractor's reasonable attorney's fees incurred in prosecuting and collecting on its claims.

9. **Interest.** The Customer shall be obligated to pay interest for all sums not paid pursuant to the Payment Schedule, and for any other amounts that otherwise may be due under these Terms, at the interest rate equal to the lesser of: (i) eighteen percent (18%) per annum, or (ii) the maximum amount permitted by the laws of the state where the Work is to be completed. Such interest shall begin to accrue from the date that any such payment is late.

10. **Changes; Modification; Extra Cost.** Customer may request, and Contractor may order, changes in the Work as documented in one or more change orders. The Contract Price

and Anticipated Completion Date may be adjusted accordingly in any such change orders. All such change orders shall be in writing signed by Contractor, and must state the cause and adjustment to the Contract Price attributed to such change order before any extra Work related to the change order is started or materials are ordered.

- a. Substantial Increases to Material Costs. Prior to initiating the Work, Contractor reserves the right to suspend performance of the Work if, at any time after the Proposal is executed, the aggregate price of materials required for the Work increases by ten percent (10%) or more compared to the prices prevailing as of the effective date of the Proposal. In the event of such a material price increase, Contractor shall promptly notify Customer in writing, detailing the affected materials and the amount of the price increase. Contractor shall also submit a written proposal for a new Contract Price that reflects the increased material costs (the "**New Contract Price**"). Customer shall have a period of five (5) business days from receipt of Contractor's proposal to either: (i) accept the proposed New Contract Price in writing; or (ii) reject the proposed New Contract Price in writing. If Customer accepts the New Contract Price within the specified timeframe, the Contract Price shall be adjusted accordingly, and Contractor shall resume performance of the Work in a timely manner. If Customer rejects the proposed New Contract Price, or fails to respond in writing within the specified timeframe, either party shall have the right to terminate this Agreement upon written notice to the other party. In the event of termination under this provision, Customer shall be responsible for payment for all Work performed and materials irrevocably ordered or incorporated into the Work up to the date of termination, calculated at the original Contract Price. If it is refundable pursuant to the Proposal, any unearned portion of the Deposit or advance payments made by Customer shall be refunded by Contractor.

11. **Cancellation.** Customer hereby retains the right to cancel a Proposal, at their option, within seventy-two (72) hours of its execution without penalty. Notwithstanding the foregoing, if the Work is being completed on an emergency basis or in a period shorter than seventy-two (72) hours of the Proposal being executed, the Customer hereby waives such right to cancel. Contractor hereby retains the right to cancel any Proposal, at its option, within fifteen (15) calendar days of its execution without penalty. In the event of cancellation by Contractor within such period, the Deposit shall be refunded to Customer in full within fifteen (15) business days after the date of cancellation, unless noted differently in the Proposal.

12. **Contractor Representations.** Contractor shall provide and shall be solely responsible for all labor, workmen, materials, clean-up, equipment and other items required in connection with completion of the Work. All materials used for the Work shall be new unless otherwise noted in the Proposal. All workmen shall be skilled and experienced in their trades. Contractor shall comply with all codes, laws and regulations applicable to the Work, including, but not limited to, obtaining all inspections and approvals if applicable. Contractor shall maintain liability coverage insurance in an amount that is commercially reasonable with respect to the Work.

13. **Plans; Specifications; Permits.** Unless the Proposal stipulates that the Contractor is providing the plans and specifications for the Project, the Customer is responsible for supplying the Contractor with a complete set of plans and specifications which are: (a) in compliance with all applicable state, federal, and local laws, codes, regulations, statutes, and ordinances ("**Laws**"); (b) sufficient for securing all permits necessary to construct the Project; and (c) free from error and suitable for construction of the Project. If the Proposal stipulates that the Contractor is providing the plans and specifications for the Project, the Contractor shall be responsible for meeting the standards imposed by this paragraph. The Proposal shall specify which party is responsible for obtaining all permits required to complete the Work.

14. **Unforeseen Conditions.**

- a. Generally. The Contract Price does not include any compensation for costs associated with unusual and/or unanticipated conditions (including, but not limited to, concealed conditions, including subsurface conditions, latent defects, the presence of asbestos or other hazardous materials, etc.) (collectively, "**Unforeseen Conditions**"). In the event that the Contractor should confront any such Unforeseen Conditions, the Contractor will give the Customer timely notice thereof. Should the Customer elect to have the Contractor resolve the Unforeseen Conditions, the Customer must first execute a change order pursuant to Section 10, and agree to compensate Contractor for the additional costs incurred in resolving such Unforeseen Conditions. Notwithstanding the foregoing if Contractor determines in its sole and absolute discretion that it does not have the expertise and/or appropriate license(s) to deal with the Unforeseen Conditions the Customer shall be solely responsible for remediating any Unforeseen Conditions, and as a condition precedent to Contractor initiating or continuing the Work, Customer shall (a) engage a separate contractor that is properly licensed to abate the Unforeseen Conditions, and (b) the Unforeseen Conditions must be remediated by such contractor.
- b. Rock Clause. If in connection with the Work, rock is encountered preventing normal and reasonable excavation by industry standard excavation equipment, the Customer shall be responsible for the additional cost of removing the rock to allow for the continuation of the Work. If excavation is being done by boring and rock is encountered during the process and requires removal of asphalt, concrete or landscaping replacement will be by others and not included in this price.
- c. Limited right to Termination. In the event Unforeseen Conditions are encountered as described in this Section, and Customer determines that the increased cost associated with completing the Work pursuant to Section 14(a) or Section 14(b) above is not feasible for Customer, then Customer shall have the right to terminate the Proposal within five (5) days after Customer learns of such Unforeseen Condition by providing written notice to Contractor of such termination. In the event that Customer terminates pursuant to this Section 14(c), Contractor shall promptly furnish Customer with an invoice that includes the cost of all work performed, and materials and other supplies used and/or

purchased in connection with the Work prior to the date of Customer's termination. Customer shall pay such invoice within five (5) days of receipt.

15. Customer Representations.

- a. Electrical and Water Supply. Customer shall be solely responsible for ensuring that there is an adequate electrical power supply for the Work. Customer shall also be solely responsible for ensuring that there is an accessible water supply for testing and operating for the Work.
- b. Access. Customer shall ensure that Contractor has unrestricted access to areas required to complete the Work. Customer shall also ensure that while the Work is being completed, Customer and third parties do not enter Work areas. Customer shall indemnify and hold Contractor harmless from any and all cost, obligation or liability which may be incurred as a result of Customer or any other third parties entering the Work areas.
- c. External Work.
 - i. *Erosion Control Measures*. Customer shall be responsible for erosion control measures during and after the Work, including compliance with any and all applicable local ordinances. Customer acknowledges that, after the completion of the Work, the Work site shall be graded to match existing surface drainage only. No finish grading or landscaping is included in the Work. Areas excavated in order to complete the Work may settle for an indefinite amount of time after the Work is completed, and Customer acknowledges that it is Customer's responsibility to fill the Work site as Customer deems necessary. Any removal of excavated soil from the Work site shall be at Customer's expense.
 - ii. *Property Boundaries*. Customer is responsible for locating and informing the Contractor of the location of all property lines. Contractor may require Customer, at Customer's expense, to provide a licensed surveyor's map of the property showing the relevant property lines.
- d. Indemnification. Customer hereby acknowledges that Contractor shall not be liable for any damage to the completed Work caused by the actions or omissions of Customer and/or third parties, or for Customer's failure to adhere to the operation and maintenance instructions promulgated by system designers and/or manufacturers.
- e. Binding Agreement. Customer hereby acknowledges that the person or persons executing the Proposal on behalf of Customer have the authority to bind Customer, and shall be personally and individually liable for all sums and damages pursuant to the Contract. If more than one person signs the Proposal, each person signing shall be jointly and severally liable for all sums and damages due under the Contract.

- f. Insurance. Customer is responsible to maintain property insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached in a sum at least equal to the Contract Price. Such insurance shall name Contractor as an additional insured. Customer shall provide a certificate of insurance to Contractor upon request. Prior to and during performance of this contract if the project is destroyed or damaged by accident, disaster, calamity, theft or vandalism, work or materials supplied by Contractor in reconstructing or restoring the project shall be paid for by Customer as extra work.

16. Limited Warranty; Disclaimer.

- a. Limited Warranty. The Contractor warrants to the Customer that the Work will be free from defects for a period of one (1) year from the date of substantial completion. If the Customer should discover any of the Work to be defective and gives the Contractor written notice of the defect within such one (1) year warranty period, the Contractor shall correct the defect promptly after receipt of the written notice, unless the Customer has previously given Contractor a written acceptance of such defective condition.
- b. **DISCLAIMER. THE CONTRACTOR'S ONE (1) YEAR WARRANTY OBLIGATION, AS SET FORTH IN SECTION 15(a), REPRESENTS THE ONLY WARRANTY CONFERRED ON THE CUSTOMER BY THE CONTRACTOR. THE CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES IMPLIED BY COMMON LAW OR STATUTE.**
- c. Third Party Work. Contractor in no way guarantees the performance, suitability, design or actions of any third party, including but not limited to any engineers, soil scientists, or governmental agencies in furtherance of the Work. Such third-party work shall not be covered by the warranty set forth in Section 16(a).
- d. Manufacturer Warranties. The limitations of warranty set forth in Section 16 shall only apply to the Contractor's obligations to the Customer. Such limitations and disclaimers are not intended to affect any separate warranty rights directly conferred on the Customer by any manufacturer of equipment or materials used in the Work.

17. **Indemnification by Customer.** Customer shall indemnify, defend, and hold harmless Contractor, its officers, directors, employees, agents, and affiliates (collectively, "**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claims, actions, or demands (collectively, "**Claims**"), as well as Claims made by Customer, to the extent such Claims arise from: (a) Customer's breach of this Agreement; (b) Customer's negligence or willful misconduct; (c) Customer's use or misuse of the products that are the

subject or related to the Work; (d) Customer's failure to maintain safe conditions at the service location; (e) loss, damage, or destruction of Customer's property; (f) Bodily injury or death of any person at the service location. Notwithstanding the foregoing, Customer shall not be liable to the Indemnified Parties for any Claims that accrue directly from Contractor's gross negligence or willful misconduct.

18. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY. CONTRACTOR'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO A PROPOSAL SHALL NOT EXCEED THE CONTRACT PRICE OF SUCH PROPOSAL.

19. **Customer's Right to Terminate for Cause.** If the Contractor persistently and repeatedly fails to supply proper materials and skilled workers, disregards ordinances, regulations or orders of a public authority, or fails to otherwise materially comply with the provisions of the Contract, the Customer may give the Contractor written notice of the intent to terminate for cause. If the Contractor has not initiated reasonable efforts to remedy the breach within seven (7) business days thereafter, the Customer may give written notice of termination. Upon such termination, Customer shall pay for all services rendered and goods purchased and installed as of the date of termination.

20. **Governing Law; Choice of Venue.** The Contract shall be governed and interpreted under the laws governing the location of where the Work is performed. Should any dispute arise out of the Contract, or related to the Contract, such dispute shall be brought exclusively in the state and federal courts having jurisdiction over the location where the Work was or will be performed, and the Contractor and the Customer irrevocably submit to the personal jurisdiction and venue of such courts.

21. **Special Disclosures.** The special disclosures attached hereto as Schedule A (the "**Special Disclosures**") are incorporated herein depending on the performance location of the Work as specified in the Special Disclosures.

22. **Assignability.** Subject to Contractor's right to subcontract pursuant to Section 23 below, a Proposal may not be assigned by either party hereto without the consent in writing of the other party. Notwithstanding the foregoing, Contractor may assign all or part of the Contract without Customer's prior written consent in connection with (a) the sale of all or substantially all of Contractor's assets or ownership interests, (b) Contractor's merger with another entity, or (c) a corporate restructuring of Contractor.

23. **Subcontracting.** Contractor shall be permitted to subcontract all or part of the Work in Contractor's sole and absolute discretion. If Contractor subcontracts all or part of the Work, Contractor shall provide notice to Customer within a reasonable amount of time thereafter.

24. **Severability.** If any provision of the Contract is held to be invalid, illegal, or unenforceable in any respect under any applicable law in any jurisdiction, such invalidity,

illegality, or unenforceability shall not affect the validity, legality, or enforceability of any other provision of the Contract in that jurisdiction or any other jurisdiction. In such case, the Contract shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

25. **Attorneys' Fees.** Customer agrees to pay all collection fees and charges including but not limited to all attorneys' fees and other legal expenses and costs that result should the Customer default in payment its payment obligations. If litigation arises out of this contract, prevailing party shall be entitled to all legal, arbitration and attorneys' fees.

26. **Force Majeure.** Contractor shall not be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay is caused by events beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, civil unrest, fire, flood, earthquake, epidemic, pandemic, strike, or any action or inaction by a government or governmental agency (each, a "**Force Majeure Event**"). Contractor shall promptly notify the Customer of the occurrence of a Force Majeure Event and shall use commercially reasonable efforts to mitigate the effects of such event and resume performance as soon as reasonably practicable. Customer's obligations, including payment obligations, shall not be excused or delayed by any Force Majeure Event affecting the Contractor.

27. **Entire Agreement.** The Contract, as may be amended by any duly executed change orders, constitutes the entire agreement and understanding of Contractor and Customer. No portion of the Contract shall be amended, altered or waived in any matter unless such amendment, alteration or waiver is in writing and signed by both parties.

[Schedule Begins on Next Page]

SCHEDULE A

SPECIAL DISCLOSURES

- A. Virginia. If the Customer is deemed a residential consumer under Virginia law, then the following disclosures, mandated by the Virginia Department of Professional and Occupational Regulations apply: the Commonwealth of Virginia provides for a Virginia Contractor Recovery Fund and affected consumers may secure fund information at: www.dpor.virginia.gov/boards/contractors_recovery_fund/.
- B. West Virginia. If the Customer is deemed a residential consumer under West Virginia law, then the following special provisions shall apply:
- a. Contractor represents and warrants that it has a valid and current general liability insurance policy.
 - b. If Contractor enters into any subcontracts for the Work, such subcontracts will be in writing and shall (1) include all provisions required under West Virginia law, and (2) ensure that any such subcontractor has a current general liability insurance policy.
- C. Michigan. If the Customer is deemed a residential consumer under Michigan law, then the following disclosure, mandated by the Michigan law apply:
- a. **Notice to Customer: (1) Do not sign this contract before you read it. (2) You are entitled to a completely filled-in copy of this contract. (3) Under the law, you have the right to pay off in advance the full amount due and, under certain conditions, to obtain a partial refund of the finance charge. (4) You may rescind or cancel this contract, not later than 5 p.m. on the business day following the date thereof by giving written notice of rescission to the contractor or his agent at his place of business given in the contract or by mailing the notice or cancellation to the contractor to his place of business given in the contract by depositing a properly addressed certified letter in a United States post office or mail box, but if you rescind after 5 p.m. on the business day following, you are still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.**