

# HVAC SUBCONTRACTOR AGREEMENT

This **HVAC Subcontractor Agreement (the "Agreement")** is made and entered into on \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ (the "Effective Date"), by and between [PRIME CONTRACTOR NAME], a [STATE] corporation, with its principal place of business located at \_\_\_\_\_ (the "**Prime Contractor**"), and [SUBCONTRACTOR NAME], a [STATE] corporation, with its principal place of business located at \_\_\_\_\_ (the "**Subcontractor**").

## RECITALS

A. Client desires to engage the services of Subcontractor to perform certain HVAC work as described below.

B. Subcontractor is a licensed and experienced HVAC contractor capable of providing the services required by Client.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### 1. Services

Subcontractor shall provide the following services to Client:

Services: \_\_\_\_\_

Services: \_\_\_\_\_

Services: \_\_\_\_\_

Services: \_\_\_\_\_

## **2. Timeframe**

Subcontractor shall begin providing services on MM/DD/YYYY and shall complete all services by MM/DD/YYYY.

## **3. Compensation**

Client shall pay Subcontractor for services provided at the rate of \$\_\_\_\_\_ [Rate] per hour, for a total not to exceed [Total Amount in Dollars]. Payment shall be made within \_\_\_\_\_ days of receipt of an invoice from Subcontractor.

## **4. Independent Contractor**

Subcontractor shall perform all services as an independent contractor and not as an employee of Client. Subcontractor shall be responsible for all taxes, including without limitation, federal, state, and local income tax, social security tax, and unemployment tax.

## **5. Insurance**

Subcontractor shall maintain appropriate insurance coverage, including without limitation, general liability insurance, workers' compensation insurance, and automobile liability insurance.

## **6. Indemnification**

Subcontractor shall indemnify and hold harmless Client from any and all claims, liabilities, damages, and expenses arising out of or in connection with Subcontractor's services under this Agreement.

## **7. Termination**

Either party may terminate this Agreement upon \_\_\_\_\_ days' written notice to the other party. In the event of termination, Subcontractor shall be compensated for services performed up to the date of termination.

## **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state of \_\_\_\_\_

## **9. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof.

## **10. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **Non-Disclosure and Confidentiality**

11. Subcontractor agrees to maintain the confidentiality of all confidential information of the Client, including trade secrets, business plans, financial information, customer lists, and any other confidential information that may be disclosed during the course of this Agreement. Subcontractor shall not disclose such information to any third party or use such information for any purpose other than as required to perform the services under this Agreement.

### **Warranties**

12. Subcontractor represents and warrants that it has the necessary expertise, equipment, and personnel to perform the services required under this Agreement in a competent, professional, and workmanlike manner. Subcontractor further warrants that all services provided under this Agreement shall be performed in accordance with all applicable laws, codes, regulations, and industry standards.

### **Intellectual Property**

13. Any intellectual property created or developed by Subcontractor in connection with the services provided under this Agreement shall be the property of the Client. Subcontractor hereby assigns all right, title, and interest in such intellectual property to the Client.

### **Changes in Scope of Work**

14. Any changes to the scope of work must be agreed upon in writing by both parties. Client shall have the right to make changes to the scope of work at any time upon written notice to Subcontractor.

### **Limitation of Liability**

15. Subcontractor shall not be liable to Client for any indirect, special, consequential, or punitive damages arising out of or in connection with the services provided under this Agreement, regardless of the cause of action or legal theory. In no event shall Subcontractor's liability under this Agreement exceed the total compensation paid by Client to Subcontractor for services provided under this Agreement.

### **Force Majeure**

16. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to events beyond its control, including without limitation, acts of God, fires, floods, earthquakes, strikes, lockouts, riots, acts of war, epidemics, or governmental regulations.

### **Notice**

17. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or upon receipt of certified or registered mail, or upon receipt of confirmed facsimile transmission, or upon receipt of confirmed electronic mail transmission.

### **Assignment**

18. Subcontractor shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Client.

### **Survival**

19. Any provisions of this Agreement which by their nature extend beyond the termination of this Agreement shall survive such termination.

## Dispute Resolution

20. Any dispute arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [City], [State]. The decision of the arbitrator shall be final and binding on both parties.

## Headings

21. The headings used in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**Client/Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Client/Contractor Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Subcontractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_