

HVAC SERVICE CONTRACT

This **HVAC Service Contract Agreement ("Agreement")** is entered into this _____, 20____, by and between:

PARTIES

Contractor: [Company name] of [Name of Contractor] _____ whose mailing address is _____, and _____ hereinafter known as "**Contractor**".

AND

Client: _____ whose mailing address is _____, _____ hereinafter known as "**Client**".

Scope of Services: Contractor agrees to provide maintenance and repair services for the HVAC system(s) located at [Address], hereafter referred to as "**Equipment**." The services included in this agreement are:

Inspection of Equipment - Contractor shall inspect the Equipment for any defects or issues that may affect its performance. This inspection will take place once per year.

Preventive Maintenance - Contractor shall perform preventive maintenance on the Equipment as needed to ensure it continues to operate efficiently.

Repair Services - Contractor shall provide repair services for the Equipment as needed. These services will be provided at the Client's request.

Emergency Services - Contractor shall provide emergency repair services for the Equipment. These services will be provided within [Timeframe] of notification.

Fees and Payment: Client agrees to pay Contractor [Amount] for the services listed above. Payment shall be made

- Monthly
- Quarterly
- Annually
- in advance.
- Other: _____

Term and Termination: This Agreement shall commence upon the Effective Date, as stated above, or on the ___ of _____ 20 ___ and will continue until ___ of _____ 20 ___ unless terminated. The notice of termination must be sent via certified mail.

Change Orders: If either party wishes to make any changes to the scope of services, such changes shall be agreed upon in writing and signed by both parties

Force Majeure: Neither party shall be liable for any failure or delay in performance under this agreement due to any cause beyond its reasonable control, including but not limited to acts of God, war, terrorism, fire, flood, or other natural disaster.

Non-Exclusive Services: Contractor shall provide services to other customers during the term of this agreement and shall not be required to provide exclusive services to Client.

Confidentiality: Contractor shall keep confidential any and all information related to Client's business that it may obtain during the performance of services under this agreement, and shall not disclose such information to any third party without Client's prior written consent.

Insurance: Contractor shall maintain appropriate insurance coverage during the term of this agreement, including but not limited to general liability insurance and workers' compensation insurance.

Subcontracting: Contractor may subcontract any part of the services to be performed under this agreement, provided that Contractor shall remain responsible for the quality and timely completion of the subcontracted work.

Termination for Cause: Either party may terminate this agreement immediately upon written notice to the other party in the event of a material breach of this agreement by the other party that remains uncured for a period of [Notice Period] days after written notice of such breach.

Warranty: Contractor warrants that the services provided under this agreement will be performed in a professional and workmanlike manner. Contractor also warrants that any materials or parts used in the performance of the services will be new, unless otherwise specified.

Limitation of Liability: Contractor's liability under this agreement shall be limited to the amount paid by Client for the services provided under this agreement. Contractor shall not be liable for any consequential or indirect damages.

Governing Law: This agreement shall be governed by and construed in accordance with the laws of _____

Additional Terms and Conditions. _____

Entire Agreement: This agreement constitutes the entire agreement between Contractor and Client and supersedes all prior or contemporaneous agreements, whether oral or written.

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

Signature of Contractor _____ **Date** _____

Name in print _____

Signature of Client _____ **Date** _____

Name in print _____