

HVAC SERVICE CONTRACT

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This HVAC Service Contract (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[HVAC COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CONTRACTOR ADDRESS], holding license no. [LICENSE NUMBER] ("**Contractor**"); and [CUSTOMER NAME], [an individual / a [STATE] [ENTITY TYPE]] located at [CUSTOMER ADDRESS] ("**Customer**").

Contractor and Customer are each a "**Party**" and together the "**Parties**."

Recitals. Customer owns or operates heating, ventilation, and air-conditioning equipment at the property located at [SERVICE ADDRESS] (the "**Premises**") and wishes to engage Contractor to provide maintenance and/or service for that equipment, and Contractor wishes to provide those services on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Covered Equipment and Services

1.1 Covered equipment. This Agreement covers the HVAC equipment listed in **Exhibit A** (the "**Equipment**"), which may include furnaces, heat pumps, air-conditioning units, air handlers, thermostats, and related components at the Premises.

1.2 Scheduled maintenance. Contractor will perform [NUMBER, e.g. 2] scheduled maintenance visits per year (the "**Maintenance Services**"), typically in [spring and fall], which include inspection, cleaning, filter replacement (standard filters), lubrication, calibration, and a performance check of the Equipment as described in **Exhibit B**.

1.3 Service calls. On Customer's request, Contractor will provide diagnostic and repair services for the Equipment (the "**Service Calls**"). Service Calls outside scheduled maintenance are billed under Section 3 unless **Exhibit B** includes them in the plan.

1.4 Exclusions. Unless **Exhibit B** states otherwise, the Services exclude [e.g. ductwork replacement, refrigerant beyond a stated allowance, equipment replacement, electrical work outside the unit, damage from misuse or acts of nature].

2. Service Plan, Response Times, and Access

2.1 Plan tier. Customer has selected the [BASIC / STANDARD / PREMIUM] service plan described in **Exhibit B**, which sets the included visits, priority level, and any parts or labor discounts.

2.2 Response times. Contractor will use commercially reasonable efforts to respond to a Service Call within [NUMBER] hours during normal business hours, and within [NUMBER] hours for emergency calls as defined in **Exhibit B**. Response times are targets, not guarantees, and may be affected by demand and conditions.

2.3 Access. Customer will provide Contractor safe and reasonable access to the Equipment and to the Premises during scheduled visits. If a scheduled visit cannot proceed due to lack of access, Contractor may reschedule, and a missed-visit fee of **[AMOUNT]** may apply.

2.4 Customer responsibilities. Customer will operate the Equipment in accordance with manufacturer instructions, replace consumable filters between visits where not included, and promptly report malfunctions.

3. Fees and Payment

3.1 Plan fee. Customer will pay the service-plan fee of **[AMOUNT]** per **[MONTH / QUARTER / YEAR]**, which covers the Maintenance Services and any items the plan includes.

3.2 Service Call charges. Service Calls not covered by the plan are billed at Contractor's then-current labor rate of **[\$ per hour]**, plus a diagnostic or trip charge of **[AMOUNT]** and the cost of parts, less any plan discount.

3.3 Estimates. For repairs expected to exceed **[AMOUNT]**, Contractor will provide an estimate for Customer's approval before proceeding, except in an emergency to prevent further damage.

3.4 Invoicing and payment. Contractor will invoice **[on each visit / monthly / per the plan]**. Customer will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of the invoice date.

3.5 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Contractor may suspend Services if an undisputed amount remains unpaid past its due date.

4. Parts, Refrigerant, and Standards

4.1 Parts. Contractor will use new or manufacturer-approved replacement parts of good quality. Title to installed parts passes to Customer on payment.

4.2 Refrigerant handling. Contractor will handle, recover, and dispose of refrigerant in compliance with applicable environmental and safety regulations. Refrigerant beyond any allowance in **Exhibit B** is billed at Contractor's then-current rate.

4.3 Standards and codes. Contractor will perform the Services in a good and workmanlike manner, in compliance with manufacturer specifications and applicable codes and laws in effect where the Premises is located.

5. Warranty

5.1 Workmanship warranty. Contractor warrants its repair and maintenance workmanship to be free from defects for **[NUMBER, e.g. 90]** days after the applicable service, except where the failure results from misuse, lack of maintenance, alterations by others, or causes outside the Equipment.

5.2 Parts warranty. Replacement parts carry the applicable manufacturer warranty, which Contractor will pass through to Customer. The manufacturer warranty is provided by the manufacturer, not by Contractor.

5.3 Warranty remedy. During the workmanship warranty period, Contractor will, at its expense, re-perform defective covered work within a reasonable time after written notice. This warranty is in addition to any warranties implied by applicable law that cannot be waived.

6. Term, Renewal, and Termination

6.1 Term. This Agreement begins on the Effective Date and continues for an initial term of **[e.g. 12 months]**.

6.2 Renewal. The Agreement renews automatically for successive **[12-month]** terms unless either Party gives written notice of non-renewal at least **[NUMBER]** days before the end of the then-current term. Where applicable law restricts automatic renewal of consumer service contracts, those rules control.

6.3 Termination for convenience. Either Party may terminate for convenience on **[NUMBER, e.g. 30]** days' written notice. Prepaid plan fees for undelivered Maintenance Services will be refunded on a pro-rata basis where required by applicable law.

6.4 Termination for cause. Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER]** days after written notice describing the breach.

7. Liability and Insurance

7.1 Contractor insurance. Contractor will maintain, at its expense, commercial general liability insurance of at least **[AMOUNT]** per occurrence and workers' compensation as required by applicable law, and will provide certificates of insurance on request.

7.2 Limitation of liability. Except for indemnification, personal injury, or willful misconduct, Contractor's total liability arising out of this Agreement will not exceed the amount Customer paid under this Agreement in the **[NUMBER, e.g. 12]** months before the event giving rise to the claim. Neither Party is liable for indirect, incidental, special, or consequential damages.

7.3 Indemnification. To the fullest extent permitted by applicable law, Contractor will defend, indemnify, and hold harmless Customer from third-party claims for bodily injury, death, or property damage to the extent caused by the negligence or willful misconduct of Contractor in performing the Services.

8. General Provisions

8.1 Independent contractor. Contractor is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the courts located in **[COUNTY, STATE]**.

8.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except that Contractor may assign to a successor in a merger or sale of substantially all assets on written notice.

8.4 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.5 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

8.6 Entire agreement; amendment. This Agreement, together with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.7 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.8 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CONTRACTOR

CUSTOMER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE / N/A]**

License no.: **[LICENSE NUMBER]**

Date: _____

Date: _____

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