

HVAC MAINTENANCE SERVICE AGREEMENT

Service Location: _____ Contract Number: _____

Parties:

Service Provider Name: _____

Address: _____

Phone/Email: _____

Client Information:

Client Name: _____

Address: _____

Phone/Email: _____

Equipment Covered:

Type and Model of HVAC Equipment: _____

Serial Number(s): _____

Installation Date (if known): _____

Scope of Services:

Service Provider agrees to perform routine maintenance, inspection, and repair of the HVAC equipment listed above, including but not limited to filter changes, coil cleaning, lubrication of moving parts, thermostat calibration, inspection of electrical connections, refrigerant level checks, and any repairs agreed upon by both parties.

Service Schedule and Response Times:

Routine maintenance will be performed at intervals agreed upon in writing by the parties. Emergency service requests will be responded to within 24 hours of notification, subject to availability of parts and personnel.

Payment Terms:

Client agrees to pay Service Provider the sum agreed upon in the attached estimate or invoice. Payment shall be due upon receipt of invoice unless otherwise specified in writing. Late payments may incur interest charges at the maximum rate permitted by applicable law.

Term and Termination:

This Agreement shall commence upon execution by both parties and continue until terminated by either party with 30 days written notice. Either party may terminate immediately upon material breach by the other party if such breach is not cured within 15 days of written notice.

Warranties and Disclaimers:

Service Provider warrants that all services will be performed in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SERVICE PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT UNDER THIS AGREEMENT.

Indemnification:

Each party shall indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, losses, and expenses arising out of the indemnifying party's negligence or willful misconduct in connection with this Agreement.

Compliance with Laws:

Both parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of their obligations under this Agreement.

Force Majeure:

Neither party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or governmental actions.

Confidentiality:

The parties agree to keep confidential all non-public information obtained in connection with this Agreement and not disclose such information to third parties except as required by law or with prior written consent.

Dispute Resolution:

Any disputes arising under this Agreement shall be resolved first through good faith negotiation between the parties. If unresolved, disputes shall be submitted to binding arbitration in the state where the services are performed, in accordance with the rules of the American Arbitration Association.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles. Venue for any legal action shall be exclusively in the state or federal courts located in _____ County, _____.

Entire Agreement:

This Agreement, including any exhibits or attachments hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to its subject matter.

Amendments:

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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