

HVAC PREVENTATIVE MAINTENANCE CONTRACT

Location: _____ Contract Number: _____

Client Information:

Client Name: _____

Contact Person: _____

Address: _____

Phone: _____

Email: _____

Service Provider Information:

Company Name: _____

Technician Name: _____

Address: _____

Phone: _____

Email: _____

Equipment Covered:

List all HVAC equipment, units, systems or components covered under this contract:

Scope of Services:

Service Provider agrees to perform the following preventative maintenance tasks on the HVAC equipment listed above during the term of this contract, including but not limited to: - Inspection and cleaning of filters, coils, and blowers - Checking refrigerant levels and system pressures - Testing electrical components and connections - Lubrication of moving parts - Calibration and testing of thermostats and controls - Verification of system performance and efficiency - Providing written reports of all inspections and work performed

Service Schedule:

Maintenance shall be performed according to the following schedule: - Frequency: _____ - Estimated duration of each visit: _____ - Specific dates or months (if applicable): _____ - Emergency service response times: _____

Compensation and Payment Terms:

Client shall pay Service Provider as follows: - Total contract price: _____ USD - Payment schedule: _____ - Method of payment: _____ - Late payment penalties: _____ - Taxes, fees, and other charges shall be the responsibility of the Client unless otherwise agreed in writing.

Term and Termination:

This contract shall commence upon execution by both parties and shall remain in effect until terminated by either party with a written notice provided at least thirty (30) days prior to termination date. Either party may terminate this agreement for cause upon material breach if such breach is not cured within fifteen (15) days after written notice.

Warranties and Liability:

Service Provider warrants that all work will be performed in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees that Service Provider shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising from this contract or the services performed.

Access and Client Responsibilities:

Client shall provide Service Provider with reasonable access to all HVAC equipment and related areas during normal business hours or at mutually agreed times. Client shall notify Service Provider promptly of any changes in equipment condition or usage that may affect maintenance services.

Compliance with Laws and Regulations:

Both parties shall comply with all applicable federal, state, and local laws, regulations, and codes in the performance of their obligations under this contract. Service Provider shall maintain all necessary licenses, permits, and insurance coverage required for the provision of services.

Confidentiality:

Each party agrees to keep confidential all information disclosed by the other party during the term of this contract that is designated as confidential or that reasonably should be understood to be confidential, and to use such information solely for purposes of performing this contract.

Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, or governmental actions.

Indemnification:

Client agrees to indemnify, defend, and hold harmless Service Provider and its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or related to Client's negligence or willful misconduct in connection with this contract.

Dispute Resolution:

Any dispute arising under or relating to this contract shall first be attempted to be resolved through good faith negotiations between the parties. If unresolved, disputes shall be submitted to binding arbitration in accordance with the

rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Governing Law:

This contract shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

Entire Agreement and Amendments:

This contract constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof. Any amendment or modification to this contract must be in writing and signed by both parties.

Severability:

If any provision of this contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Waiver:

The failure of either party to enforce any provision of this contract shall not be deemed a waiver of future enforcement of that or any other provision.

CLIENT SIGNATURE

SERVICE PROVIDER SIGNATURE

Signature: _____

Signature: _____

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