

HVAC PREVENTIVE MAINTENANCE AGREEMENT

Location: _____ Contract No.: _____

PARTIES:

Service Provider (Contractor) Name: _____

Address: _____

Phone/Email: _____

CLIENT INFORMATION:

Client/Company Name: _____

Address/Service Location: _____

Phone/Email: _____

EQUIPMENT COVERED UNDER THIS AGREEMENT:

Make / Model / Serial Numbers: _____

Location of Equipment: _____

SERVICE TERMS AND CONDITIONS:

Scope of Work:

Provider agrees to perform preventive maintenance services on the HVAC equipment specified above including inspection, cleaning, lubrication, testing, adjustment, and replacement of consumable parts as detailed in the attached Schedule A. All services shall be performed in a professional and workmanlike manner consistent with industry standards.

Service Schedule:

Services will be performed quarterly, with visits scheduled in advance to accommodate Client's operational needs. Additional visits may be requested and billed separately as agreed.

Emergency Service:

Provider shall make reasonable efforts to respond to emergency service calls within 24 hours. Emergency services outside the scope of preventive maintenance shall be billed separately.

Payment Terms:

Client agrees to pay Provider the amount specified in Schedule B attached hereto. Invoices are due upon receipt and considered past due after 30 days. Late payments shall accrue interest at 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is less.

Term and Termination:

This Agreement shall commence upon execution and continue for a period of one year, automatically renewing for successive one-year terms unless terminated by either party with thirty (30) days written notice prior to the expiration date. Either party may terminate for cause upon material breach if such breach is not cured within fifteen (15) days of

written notice.

Warranties and Disclaimers:

Provider warrants that services will be performed in a competent and professional manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability:

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

Indemnification:

Client agrees to indemnify, defend, and hold harmless Provider and its employees, agents, and subcontractors from any and all claims, damages, liabilities, costs, and expenses arising from Client's negligence or breach of this Agreement.

Insurance:

Provider shall maintain commercial general liability insurance and workers' compensation insurance as required by law and provide certificates of insurance upon request.

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, strikes, or government actions.

Confidentiality:

Both parties agree to keep confidential any proprietary or sensitive information obtained under this Agreement and not disclose it to third parties without prior written consent, except as required by law.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any disputes arising hereunder shall be resolved exclusively in the state or federal courts located in _____ County, _____.

Entire Agreement:

This Agreement, including all attached Schedules and exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

Amendments:

Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.

Severability:

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

Waiver:

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

Signatures:

SERVICE PROVIDER SIGNATURE

Name & Title:

Date:

Signature: _____

CLIENT SIGNATURE

Name & Title:

Date:

Signature: _____

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