

COMMERCIAL HVAC MAINTENANCE AGREEMENT

Contractor: _____ Client: _____

Contractor Information:

Company Name: _____

Business Address: _____

Phone / Email: _____

Client Information:

Company / Facility Name: _____

Facility Address: _____

Phone / Email: _____

Scope of Work:

Contractor agrees to provide scheduled maintenance, inspection, and repair services for the Client's commercial HVAC systems as detailed in the attached Schedule A. Services will include but are not limited to cleaning, filter replacement, system testing, and emergency repairs as necessary to maintain system performance and compliance with applicable standards.

Term and Termination:

This Agreement shall commence upon execution and continue for an initial term of one (1) year, with automatic renewal for subsequent one (1) year periods unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Either party may terminate this Agreement for cause upon thirty (30) days written notice if the other party materially breaches its obligations and fails to cure such breach within the notice period.

Compensation and Payment Terms:

Client agrees to pay Contractor the amounts set forth in Schedule B attached hereto. Payment is due within thirty (30) days of invoice receipt. Late payments shall bear interest at the lesser of 1.5% per month or the maximum rate permitted by law. Invoices for emergency repairs will be billed separately.

Warranties and Representations:

Contractor represents that all services will be performed in a professional and workmanlike manner consistent with industry standards and applicable laws. Contractor makes no other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Client acknowledges that HVAC equipment is subject to normal wear and conditions beyond Contractor's control.

Insurance and Liability:

Contractor shall maintain commercial general liability insurance, workers' compensation, and any other insurance

required by law during the term of this Agreement. Contractor's liability for damages arising out of or related to this Agreement shall be limited to direct damages and shall not exceed the total compensation paid by Client during the prior twelve (12) months.

Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party, its affiliates, officers, employees, and agents from and against any claims, damages, liabilities, and expenses arising out of breach of this Agreement, negligence, or willful misconduct by the indemnifying party.

Confidentiality:

Both parties agree to maintain the confidentiality of proprietary or sensitive information disclosed during the term of this Agreement and not to disclose such information to any third party without prior written consent, except as required by law.

Compliance with Laws:

Contractor agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in performing its obligations under this Agreement.

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, war, terrorism, labor disputes, governmental actions, or natural disasters.

Dispute Resolution:

Any disputes arising under or related to this Agreement shall be resolved first through good faith negotiation between the parties. If unresolved, disputes shall be submitted to binding arbitration under the rules of the American Arbitration Association in the state where the Client's facility is located.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Client's facility is located, without regard to conflict of laws principles.

Entire Agreement:

This Agreement, including all attached Schedules and exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, oral or written. No amendments will be binding unless in writing and signed by both parties.

Severability:

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

Notices:

All notices required or permitted under this Agreement shall be in writing and delivered by hand, nationally recognized overnight courier, certified mail, or electronic means with confirmation of receipt at the addresses set forth in this Agreement or such other addresses as may be designated in writing.

CONTRACTOR'S AUTHORIZED SIGNATORY

CLIENT'S AUTHORIZED SIGNATORY

Signature: _____

Signature: _____

Original source of this document:

<https://contract247-us.com/commercial-hvac-maintenance-contract/>

Did you find this template helpful?

Find more updated templates at:

<https://contract247-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.