

HVAC INSTALLATION CONTRACT AGREEMENT

Location: _____ Contract Number: _____

Client Information:

Full Name: _____
Address: _____
Phone Number: _____
Email Address: _____

Contractor Information:

Company Name: _____
License Number: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

Project Information:

Installation Address: _____
Type of Installation: _____
Equipment Specifications: _____
Estimated Duration: _____

Contract Price and Payment Terms:

Total Contract Price: _____ USD
Deposit Amount (if any): _____ USD
Payment Schedule and Method: _____

Scope of Work and Responsibilities:

- Contractor shall furnish all labor, materials, equipment, tools, and supervision necessary to complete the HVAC installation in accordance with the project specifications.
- Client shall provide access to the installation site and ensure all necessary permits and approvals are obtained.
- Contractor shall perform work in a professional and workmanlike manner using industry best practices.

Section 1 – Contract Formation

This HVAC Installation Contract (the “Contract”) is entered into by and between the Client and the Contractor identified above. The terms and conditions contained herein constitute the entire agreement and supersede all prior discussions, representations, or agreements.

Section 2 – License and Compliance

Contractor represents that it holds all necessary licenses, permits, and certifications required to perform the work under this Contract and agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, and building codes.

Section 3 – Change Orders

Any changes to the scope of work, materials, or schedule must be documented in a written change order signed by both parties. Change orders may affect the Contract Price and/or completion dates.

Section 4 – Work Schedule and Delays

Contractor shall commence work promptly and use reasonable efforts to complete the work within the estimated duration. Neither party shall be liable for delays caused by events beyond their reasonable control, including but not limited to acts of God, labor disputes, or government actions.

Section 5 – Permits and Inspections

Client shall be responsible for obtaining all necessary permits unless otherwise agreed. Contractor shall cooperate with inspection authorities and correct any work not meeting applicable standards at no additional cost to Client.

Section 6 – Payment Terms

Payments shall be made according to the payment schedule outlined above. Late payments may incur interest at the maximum rate permitted under applicable law. Contractor retains the right to suspend work until payments are brought current.

Section 7 – Warranties

Contractor warrants that all work will be free from defects in workmanship and materials for a period of one year from the date of substantial completion. This warranty does not cover damage due to misuse, negligence, or acts beyond Contractor's control.

Section 8 – Insurance

Contractor shall maintain general liability and workers' compensation insurance during the term of this Contract and provide certificates of insurance upon request.

Section 9 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other from any claims, damages, losses, or expenses arising from its negligence or willful misconduct in connection with performance under this Contract.

Section 10 – Termination

Either party may terminate this Contract upon written notice if the other party materially breaches its obligations and fails to cure within a reasonable period. Upon termination, Client shall pay Contractor for all work performed to the date of termination.

Section 11 – Dispute Resolution

Any disputes arising under this Contract shall first be attempted to be resolved through good faith negotiations. If unresolved, disputes shall be submitted to mediation before pursuing any other legal remedy.

Section 12 – Governing Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of law principles. Venue for any legal proceedings shall be in the appropriate courts of _____ County, _____.

Section 13 – Limitation of Liability

In no event shall either party be liable to the other for consequential, incidental, punitive, or special damages arising out of or related to this Contract, even if advised of the possibility of such damages.

Section 14 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to natural disasters, acts of government, or labor disputes.

Section 15 – Confidentiality

Both parties agree to maintain the confidentiality of proprietary information received during the course of this Contract and not disclose such information to third parties without prior written consent.

Section 16 – Assignment

Neither party may assign or transfer its rights or obligations under this Contract without the prior written consent of the other party.

Section 17 – Severability

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

Section 18 – Entire Agreement

This Contract, including all attachments and exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations.

Section 19 – Notices

All notices required or permitted under this Contract shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses specified herein or as otherwise designated.

Section 20 – Signatures

This Contract may be executed in counterparts and by electronic signatures, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

CLIENT SIGNATURE

CONTRACTOR SIGNATURE

Signature: _____

Signature: _____

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