

HVAC SERVICE AGREEMENT

Service Location: _____ Contract Number: _____

Service Provider Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Client Information:

Full Name / Company: _____

Address: _____

Phone/Email: _____

Scope of Work:

Service Provider agrees to perform HVAC maintenance, repair, and installation services as specified in the attached Schedule(s) or as otherwise agreed by the parties. All services shall be performed in a professional and workmanlike manner in accordance with industry standards.

Term and Termination:

This Agreement shall remain in full force and effect until terminated by either party upon thirty (30) days written notice. Termination shall not relieve either party of obligations incurred prior to termination. Service Provider may terminate immediately for non-payment or material breach by Client.

Fees and Payment Terms:

Client agrees to pay Service Provider the fees set forth in the attached Schedule(s) or as otherwise agreed in writing. Invoices shall be payable within thirty (30) days of receipt. Late payments may accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

Client Responsibilities:

Client shall provide Service Provider with access to the premises and HVAC equipment during normal business hours or at mutually agreed times. Client shall ensure all utilities are operational and shall notify Service Provider of any special conditions or hazards.

Warranty and Disclaimer:

Service Provider warrants that all work performed shall be free from defects in workmanship for a period of ninety (90) days from completion. This warranty does not cover parts or equipment provided by third parties. Except as expressly provided herein, all services are provided AS IS, and Service Provider disclaims all other warranties, express or implied.

Limitation of Liability:

Service Provider's total liability arising out of or related to this Agreement shall not exceed the fees paid by Client under this Agreement. In no event shall Service Provider be liable for consequential, incidental, special, punitive, or indirect damages.

Indemnification:

Client agrees to indemnify, defend, and hold harmless Service Provider, its affiliates, employees, and agents from any claims, liabilities, losses, damages, or expenses (including attorney's fees) arising out of Client's negligence, willful misconduct, or breach of this Agreement.

Compliance with Law:

Service Provider shall perform all services in compliance with applicable federal, state, and local laws, regulations, and codes. Client shall obtain any necessary permits or approvals for the work performed under this Agreement.

Force Majeure:

Neither party shall be liable for delays or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, fire, flood, war, terrorism, strikes, government actions, or pandemics.

Confidentiality:

Both parties agree to keep confidential all proprietary or sensitive information disclosed during the term of this Agreement and to use such information solely for purposes of performing obligations hereunder. This section survives termination.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Dispute Resolution:

Any disputes arising out of or related to this Agreement shall be resolved first through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association in the jurisdiction specified above.

Entire Agreement; Amendments:

This Agreement, including any attached Schedules and exhibits, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. Amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid provision that most closely matches the parties' original intent.

Waiver:

No waiver of any breach or default under this Agreement shall be considered a waiver of any subsequent breach or default. All waivers must be in writing and signed by the party granting the waiver.

Independent Contractor:

Service Provider is an independent contractor and not an employee, agent, or partner of Client. Service Provider shall be solely responsible for all taxes, insurance, and benefits applicable to its personnel.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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