



## HVAC COMPREHENSIVE SERVICE AGREEMENT

This HVAC Comprehensive Service Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between:

**Service Provider:**

[Company Name]

[Street Address]

[City, State, Zip]

Phone: [Phone Number]

License #: [License Number]

AND

**Customer:**

[Customer Name / Business Name]

Service Address: [Service Address]

Billing Address (if different): [Billing Address]

Phone: [Customer Phone]

Email: [Customer Email]

Service Provider and Customer may individually be referred to as a "Party" and collectively as the "Parties."

### 1. PURPOSE

The purpose of this Agreement is to define the terms and conditions under which Service Provider shall furnish inspection, maintenance, repair, and priority services for the heating, ventilation, and air conditioning ("HVAC") equipment located at the Service Address.

This Agreement is intended to provide preventive maintenance to extend equipment life, improve operating efficiency, reduce energy consumption, minimize breakdowns, and ensure safe system operation.

### 2. COVERED EQUIPMENT

The following HVAC equipment ("Covered Equipment") is included under this Agreement:

- Heating System(s): \_\_\_\_\_
- Cooling System(s): \_\_\_\_\_
- Heat Pump(s): \_\_\_\_\_
- Air Handler(s): \_\_\_\_\_
- Furnace(s): \_\_\_\_\_
- Thermostat(s): \_\_\_\_\_
- Ductless/Mini-Split System(s): \_\_\_\_\_
- Indoor Air Quality Equipment (humidifiers, dehumidifiers, UV lights):  
\_\_\_\_\_

Equipment model numbers, serial numbers, and tonnage (if applicable) shall be recorded on **Exhibit A** attached hereto.



Only equipment specifically listed in Exhibit A is covered. Additional equipment may be added by written amendment and subject to additional fees.

### **3. TERM OF AGREEMENT**

This Agreement shall begin on the Effective Date and shall remain in effect for:

- One (1) Year
- Two (2) Years
- Three (3) Years

Unless terminated in accordance with this Agreement, it shall automatically renew for successive one-year terms unless either Party provides thirty (30) days written notice of non-renewal prior to the renewal date.

### **4. SERVICES INCLUDED**

Service Provider agrees to provide the following services:

#### **4.1 Preventive Maintenance Visits**

Service Provider shall perform:

- Two (2) maintenance visits annually (Spring & Fall) for residential systems  
OR
- Quarterly maintenance visits for commercial systems

Each maintenance visit shall include, as applicable:

#### **Cooling System Maintenance**

- Inspect and clean condenser coil
- Check refrigerant levels and operating pressures
- Inspect compressor and contactors
- Test capacitors
- Inspect and tighten electrical connections
- Inspect evaporator coil (accessible areas)
- Clear condensate drain line
- Test thermostat calibration
- Inspect blower motor and wheel
- Replace standard air filter (1" filter provided by Customer or billed separately)
- Measure temperature differential
- Lubricate moving parts where applicable

#### **Heating System Maintenance**

- Inspect heat exchanger for cracks
- Clean burners and flame sensor
- Test ignition system
- Check gas pressure
- Inspect flue and venting
- Test safety controls
- Check carbon monoxide levels
- Inspect blower assembly



- Tighten electrical connections
- Replace standard air filter
- Verify proper system cycling

Service Provider shall provide a written report after each visit noting system condition and recommendations.

#### **4.2 Priority Service**

Customer shall receive:

- Priority scheduling over non-agreement customers
- Same-day or next-business-day service (subject to availability)
- 24/7 emergency service availability

Emergency service labor rates shall be discounted as outlined in Section 5.

#### **4.3 Repair Discounts**

Customer shall receive:

- \_\_\_% discount on repair labor
- \_\_\_% discount on replacement parts
- Waived trip/diagnostic fees during normal business hours

Discounts do not apply to full system replacement unless otherwise specified in writing.

### **5. PRICING AND PAYMENT TERMS**

#### **5.1 Annual Service Fee**

Customer agrees to pay an annual service fee of:

\$\_\_\_\_\_ per year (Residential)

OR

\$\_\_\_\_\_ per year (Commercial)

Payment options:

- Paid in full upon signing
- Monthly installment of \$\_\_\_\_\_
- Quarterly installment of \$\_\_\_\_\_

Invoices are due within fifteen (15) days of issuance. Late payments are subject to a finance charge of \_\_\_% per month (or the maximum permitted by law).

Failure to maintain current payment status may result in suspension of services.

### **6. REPAIRS AND REPLACEMENTS**

This Agreement primarily covers preventive maintenance and labor discounts. The following items are NOT included unless explicitly stated:

- Major component replacement (compressors, heat exchangers, coils)
- Refrigerant replacement (unless maintenance-related adjustment)
- Ductwork repairs or modifications
- Electrical upgrades
- System redesign



- Cosmetic repairs
- Damage caused by fire, flood, storm, vandalism, or misuse

All repairs exceeding \$ \_\_\_\_\_ shall require Customer approval prior to work.

## 7. CUSTOMER RESPONSIBILITIES

Customer agrees to:

1. Provide safe and unobstructed access to Covered Equipment.
2. Maintain clear area around outdoor units (minimum 24 inches clearance).
3. Replace filters monthly unless otherwise directed.
4. Maintain electrical supply and breakers.
5. Promptly notify Service Provider of system malfunctions.
6. Not permit unauthorized service or alterations to Covered Equipment.

Failure to fulfill these responsibilities may void portions of this Agreement.

## 8. EXCLUSIONS AND LIMITATIONS

This Agreement does not cover:

- Pre-existing conditions not disclosed at signing.
- Systems over \_\_\_ years old (unless inspected and approved).
- Equipment improperly installed by third parties.
- Code upgrades unless required by law.
- Refrigerant phase-outs or regulatory compliance modifications.

Service Provider shall not be liable for:

- Loss of use of property.
- Consequential or incidental damages.
- Business interruption losses.
- Frozen pipes due to heating system failure.

## 9. EQUIPMENT AGE & CONDITION CLAUSE

If Covered Equipment is determined to be in unsafe or failing condition, Service Provider reserves the right to:

- Recommend repair or replacement.
- Decline continued coverage on unsafe equipment.
- Modify pricing based on system age.

Equipment older than \_\_\_ years may require inspection and written approval before coverage.

## 10. EMERGENCY SERVICE TERMS

Emergency service is defined as system failure causing:

- No heat when outdoor temperature is below \_\_\_ °F.
- No cooling when outdoor temperature is above \_\_\_ °F.
- Gas leaks.
- Electrical burning smell.
- Carbon monoxide alarm activation.



After-hours labor rates (if applicable after discount):  
\$\_\_\_\_\_ per hour.

## **11. TERMINATION**

### **11.1 By Customer**

Customer may terminate this Agreement with thirty (30) days written notice. If prepaid, a prorated refund shall be issued minus:

- Value of services already rendered
- Administrative fee of \$\_\_\_\_\_

### **11.2 By Service Provider**

Service Provider may terminate for:

- Non-payment
- Unsafe working conditions
- Equipment abuse
- Fraud or misrepresentation

## **12. TRANSFERABILITY**

This Agreement may be transferred to a new property owner upon written request and approval by Service Provider, provided:

- Account is current
- Equipment remains at original service address

Transfer fee (if applicable): \$\_\_\_\_\_.

## **13. WARRANTY DISCLAIMER**

This Agreement is not a manufacturer's warranty. Manufacturer warranties remain separate and subject to their own terms.

Service Provider makes no guarantee that equipment will not fail, but agrees to provide professional maintenance to reduce likelihood of failure.

## **14. LIMITATION OF LIABILITY**

To the maximum extent permitted by law:

Service Provider's total liability under this Agreement shall not exceed the total annual fee paid by Customer.

Service Provider shall not be responsible for damages caused by:

- Power surges
- Acts of God
- Customer negligence
- Improper thermostat settings
- Frozen or burst pipes



**15. FORCE MAJEURE**

Service Provider shall not be liable for delays or failure to perform due to causes beyond reasonable control, including but not limited to:

- Natural disasters
- Government regulations
- Labor strikes
- Supply chain shortages
- Pandemics
- Severe weather

**16. INDEMNIFICATION**

Customer agrees to indemnify and hold harmless Service Provider from any claims, damages, or liabilities arising from:

- Customer negligence
- Failure to follow system operating instructions
- Modifications made by third parties

**17. DISPUTE RESOLUTION**

Any dispute arising under this Agreement shall first be subject to mediation. If unresolved, disputes shall be settled by binding arbitration in the state of \_\_\_\_\_.

Each Party shall bear its own attorney's fees unless otherwise awarded.

**18. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

**19. ENTIRE AGREEMENT**

This document, including any attached exhibits, constitutes the entire Agreement between the Parties and supersedes all prior agreements, oral or written.

Modifications must be in writing and signed by both Parties.

**20. SEVERABILITY**

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

**21. NOTICES**

All notices required under this Agreement shall be in writing and delivered via:

- Certified mail
- Email with confirmation
- Hand delivery

To addresses listed above.



**22. ACCEPTANCE**

By signing below, Customer acknowledges reading, understanding, and agreeing to the terms of this HVAC Comprehensive Service Agreement.

**SERVICE PROVIDER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – EQUIPMENT INVENTORY**

**Equipment Type Brand Model Serial Number Age Location**