



HVAC EMERGENCY SERVICE / RESPONSE CONTRACT

This HVAC Emergency Service / Response Contract ("Agreement") is entered into as of the ____ day of _____, 20__ ("Effective Date"), by and between:

Service Provider:

[Company Name]

[Street Address]

[City, State, Zip Code]

Phone: [Phone Number]

Email: [Email Address]

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 each be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which Service Provider shall provide emergency HVAC repair and response services to Customer for HVAC systems located at the Service Address.

This Agreement is intended to:

- Provide rapid emergency response
- Minimize downtime and property damage
- Restore heating, cooling, or ventilation functionality
- Ensure safety in urgent HVAC failure situations

This Agreement does not guarantee uninterrupted HVAC performance, nor does it constitute an insurance policy or equipment warranty.

2. COVERED EQUIPMENT

This Agreement applies to the HVAC systems located at the Service Address, including but not limited to:

- Furnaces (gas, electric, oil)
- Central air conditioning systems
- Heat pumps
- Rooftop units (RTUs)
- Air handlers
- Chillers (if applicable and listed)
- Boilers (if applicable and listed)
- Ductless mini-split systems



- Thermostats and control systems

Specific equipment covered under this Agreement shall be identified in **Exhibit A – Equipment Inventory**.

Service Provider reserves the right to inspect equipment prior to activation of this Agreement.

3. TERM OF AGREEMENT

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

- One (1) Year
- Two (2) Years
- Month-to-Month (if selected)

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

4. DEFINITION OF EMERGENCY

For purposes of this Agreement, an “Emergency” shall include:

- Total loss of heating when outdoor temperature is below ___°F
- Total loss of cooling when outdoor temperature exceeds ___°F
- Gas leak or suspected gas leak
- Carbon monoxide alarm activation
- Electrical burning smell from HVAC equipment
- Water leakage causing property damage
- Critical equipment failure affecting business operations
- Safety-related system malfunction

Service Provider retains sole discretion in determining whether a condition qualifies as an emergency.

5. SCOPE OF EMERGENCY SERVICES

Upon notification of an Emergency, Service Provider agrees to:

1. Respond to Customer’s emergency service request in accordance with Section 6.
2. Dispatch a qualified HVAC technician.
3. Diagnose system failure.
4. Perform necessary repairs to restore system operation when possible.
5. Provide temporary measures if permanent repair cannot be completed immediately.
6. Provide written documentation of work performed and recommendations.

Emergency service may include:

- Component replacement
- Electrical repair
- Refrigerant leak repair (if feasible)
- Temporary system stabilization
- Safety hazard mitigation

All repairs are subject to parts availability and site accessibility.

6. RESPONSE TIME

6.1 Standard Emergency Response



Service Provider shall make reasonable efforts to respond within:

- 2–6 hours for commercial clients
- 4–8 hours for residential clients

Response times are estimates only and are not guaranteed.

6.2 After-Hours Coverage

Emergency service shall be available:

- 24 hours per day
- 7 days per week
- 365 days per year

Including holidays, subject to technician availability.

7. PRICING AND PAYMENT TERMS

7.1 Emergency Service Retainer (If Applicable)

Customer shall pay an annual emergency retainer fee of:

\$_____ per year

The retainer ensures priority response and preferred rates.

7.2 Labor Rates

Standard Business Hours Labor Rate: \$_____ per hour

After-Hours / Holiday Labor Rate: \$_____ per hour

Minimum billing: ___ hour(s).

7.3 Parts and Materials

Parts shall be billed at Service Provider's standard markup.

Refrigerant shall be billed per pound at current market rates.

7.4 Payment Terms

Payment is due:

- Upon completion of service
- Net 15 days
- Net 30 days (commercial accounts only)

Late payments may incur finance charges of ___% per month.

8. EXCLUSIONS

This Agreement does NOT include:

- Scheduled preventive maintenance
- Equipment replacement
- System redesign or upgrades
- Ductwork modifications
- Electrical panel upgrades
- Plumbing repairs
- Cosmetic repairs
- Structural repairs
- Code compliance upgrades
- Repairs caused by fire, flood, vandalism, or natural disasters
- Refrigerant phase-out conversions



- Third-party equipment warranty claims

Major equipment replacement requires separate contract approval.

9. CUSTOMER RESPONSIBILITIES

Customer agrees to:

1. Provide immediate and safe access to equipment.
2. Ensure clear work area around equipment.
3. Secure pets prior to technician arrival.
4. Maintain proper electrical service to equipment.
5. Provide accurate description of emergency condition.
6. Authorize repairs promptly when required.

Failure to meet these obligations may delay service.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- Service Provider's total liability shall not exceed the total amount paid under this Agreement in the preceding 12 months.
- Service Provider shall not be liable for incidental, indirect, special, or consequential damages.
- Service Provider shall not be liable for food spoilage, business interruption, loss of profits, or property damage resulting from system failure.

Customer acknowledges HVAC systems are mechanical and subject to unexpected failure.

11. TEMPORARY REPAIRS

If permanent repair cannot be completed due to:

- Parts unavailability
- Severe weather
- Safety concerns
- Equipment age

Service Provider may implement temporary measures to restore partial operation until permanent repair can be completed.

Temporary repairs are not guaranteed long-term solutions.

12. EQUIPMENT AGE AND CONDITION

Service Provider reserves the right to decline emergency service on equipment that:

- Is deemed unsafe
- Has been modified improperly
- Is beyond economical repair
- Is older than ___ years (unless previously approved)

In such cases, replacement may be recommended.

13. TERMINATION

13.1 By Customer

Customer may terminate this Agreement with thirty (30) days written notice.



Any prepaid retainer fees shall be prorated and refunded minus administrative costs and services rendered.

13.2 By Service Provider

Service Provider may terminate immediately for:

- Non-payment
- Unsafe site conditions
- Harassment of staff
- Fraud or misrepresentation
- Repeated failure to authorize necessary repairs

14. FORCE MAJEURE

Service Provider shall not be liable for delays or failure to perform due to:

- Natural disasters
- Government regulations
- Severe weather
- Labor disputes
- Supply chain disruptions
- Power outages
- Acts of God

15. INDEMNIFICATION

Customer agrees to indemnify and hold harmless Service Provider from claims arising from:

- Customer negligence
- Failure to maintain equipment
- Third-party alterations
- Failure to follow repair recommendations

16. INSURANCE

Service Provider maintains general liability insurance and workers' compensation coverage as required by law.

Certificates of insurance may be provided upon request.

17. DISPUTE RESOLUTION

Any dispute arising from this Agreement shall first be submitted to mediation. If unresolved, disputes shall be resolved through 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. CONFIDENTIALITY

Both Parties agree to maintain confidentiality regarding proprietary business information obtained during performance of this Agreement.



20. ENTIRE AGREEMENT

This Agreement, including Exhibit A, constitutes the entire understanding between the Parties and supersedes all prior agreements.

No modification shall be valid unless in writing and signed by both Parties.

21. SEVERABILITY

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

22. NOTICES

All notices shall be delivered by:

- Certified mail
- Recognized courier
- Email with confirmation

To the addresses listed above.

23. ACCEPTANCE

By signing below, the Parties agree to the terms and conditions of this HVAC Emergency Service / Response Contract.

SERVICE PROVIDER

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Date: _____

EXHIBIT A – EQUIPMENT INVENTORY

Equipment Type Brand Model Serial Number Tonnage/BTU Location Age