



HVAC EQUIPMENT REPLACEMENT / INSTALLATION CONTRACT

This HVAC Equipment Replacement / Installation Contract ("Agreement") is made and entered into as of the ___ day of _____, **20__** ("Effective Date"), by and between:

Contractor:

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

License Number: _____

AND

Client:

Name / Business Name: _____

Installation Address: _____

Billing Address (if different): _____

Phone: _____

Email: _____

Contractor and Client may individually be referred to as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which Contractor shall furnish and install HVAC equipment at the above-referenced property. This Agreement governs equipment replacement, new installation, associated materials, labor, warranties, and related services.

2. SCOPE OF WORK

Contractor agrees to provide all labor, materials, equipment, supervision, and services necessary to complete the installation described below:

2.1 Equipment to Be Installed

- Equipment Type: _____
- Brand/Manufacturer: _____
- Model Number(s): _____
- Serial Number(s): _____
- Capacity (BTU/Tons): _____
- Efficiency Rating (SEER/EER/AFUE/HSPF): _____

2.2 Services Included

The following services are included in the contract price unless otherwise noted:

- Removal and disposal of existing HVAC equipment
- Installation of new HVAC system components
- Refrigerant line connection and charging
- Electrical connections
- Thermostat installation or upgrade



- Duct connections and modifications (minor adjustments)
- Start-up and system testing
- Basic system commissioning
- Manufacturer warranty registration

2.3 Optional Add-Ons (if applicable)

- Duct replacement
- Duct sealing
- Zoning system installation
- Indoor air quality upgrades (UV, filtration, humidifier)
- Smart thermostat integration
- Extended warranty package
- Structural modifications

Optional items shall be detailed in Exhibit A.

3. CONTRACT PRICE

The total contract price for the work described above is:

\$ _____

This amount includes labor, materials, equipment, and applicable taxes unless otherwise specified.

4. PAYMENT TERMS

Payment shall be made as follows:

- Deposit upon signing: \$ _____
- Progress payment: \$ _____
- Final payment upon completion: \$ _____

OR

- 50% upon signing
- 50% upon substantial completion

Final payment is due immediately upon completion unless otherwise agreed in writing.

Late payments may incur interest at ___% per month or the maximum allowed by law.

Contractor reserves the right to suspend work for non-payment.

5. PROJECT TIMELINE

Estimated Start Date: _____

Estimated Completion Date: _____

The timeline is an estimate and subject to delays due to:

- Equipment availability
- Permit approval delays
- Weather conditions
- Unforeseen structural conditions
- Utility disruptions

Contractor shall make reasonable efforts to complete work in a timely manner.



6. PERMITS AND INSPECTIONS

- Contractor shall obtain required permits.
- Client shall obtain permits.

Permit fees:

- Included in contract price
- Billed separately

Contractor shall coordinate required inspections. Work completion may be subject to approval by local authorities.

7. SITE CONDITIONS

Client agrees to provide:

- Safe and unobstructed access to work areas
- Electrical power availability
- Adequate working space around equipment
- Removal of personal property near work areas

If concealed or unforeseen conditions are discovered (e.g., mold, asbestos, structural damage, code violations), Contractor shall notify Client. Additional costs may apply.

8. CHANGE ORDERS

Any modifications to the scope of work must be documented in a written Change Order signed by both Parties.

Change Orders may adjust:

- Contract price
- Project timeline
- Equipment specifications
- Installation scope

Verbal changes shall not be binding.

9. EQUIPMENT OWNERSHIP

Ownership of installed equipment transfers to Client upon full payment of contract price. Contractor retains a security interest in materials and equipment until paid in full.

10. WARRANTIES

10.1 Manufacturer Warranty

New equipment is covered by manufacturer warranty subject to manufacturer terms and conditions. Client is responsible for proper registration (if required).

10.2 Labor Warranty

Contractor warrants workmanship for ___ year(s) from installation date.

Labor warranty excludes:

- Improper maintenance



- Power surges
- Acts of God
- Unauthorized modifications
- Lack of required service

11. MAINTENANCE REQUIREMENTS

To maintain warranty validity, Client agrees to:

- Replace filters regularly
- Maintain clear airflow
- Schedule annual maintenance
- Operate equipment according to manufacturer guidelines

Failure to maintain equipment may void warranties.

12. PERFORMANCE DISCLAIMER

Contractor does not guarantee specific energy savings unless stated in writing.

System performance is based on:

- Proper duct design
- Building insulation
- Structural integrity
- Load calculations

Contractor shall perform installation according to industry standards and applicable codes.

13. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- Contractor's liability shall not exceed total contract price.
- Contractor shall not be liable for indirect or consequential damages including lost profits or business interruption.
- Contractor shall not be liable for property damage due to pre-existing system failures.

14. INSURANCE

Contractor maintains:

- General Liability Insurance
- Workers' Compensation Insurance
- Commercial Auto Insurance

Certificates of insurance available upon request.

15. INDEMNIFICATION

Client agrees to indemnify Contractor against claims arising from:

- Pre-existing hazardous materials
- Structural deficiencies
- Client negligence
- Third-party interference



Contractor agrees to indemnify Client for damages caused by Contractor negligence.

16. SAFETY AND CODE COMPLIANCE

Contractor shall comply with:

- Federal regulations
- State and local building codes
- Mechanical codes
- Electrical codes
- Environmental regulations

If code upgrades are required beyond original scope, additional costs may apply.

17. TERMINATION

17.1 Termination by Client

Client may terminate upon written notice. Client shall pay for:

- Completed work
- Equipment ordered
- Restocking fees
- Labor performed

17.2 Termination by Contractor

Contractor may terminate for:

- Non-payment
- Unsafe site conditions
- Misrepresentation
- Breach of contract

18. FORCE MAJEURE

Neither Party shall be liable for delays due to:

- Natural disasters
- Supply chain disruptions
- Labor strikes
- Government restrictions
- Extreme weather

19. LIEN RIGHTS

Contractor reserves the right to file a mechanic's lien for unpaid labor or materials as permitted by state law.

20. DISPUTE RESOLUTION

Disputes shall first be resolved through negotiation.

If unresolved:



- Mediation
- Binding arbitration
- Litigation in the State of _____

21. CONFIDENTIALITY

Pricing, specifications, and proprietary methods shall remain confidential unless disclosure is required by law.

22. ASSIGNMENT

Neither Party may assign this Agreement without written consent except to successors or affiliated entities.

23. SEVERABILITY

If any provision is deemed invalid, remaining provisions remain in full force and effect.

24. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Parties regarding HVAC equipment replacement and installation.

No verbal agreements shall be binding.

25. NOTICES

Notices shall be delivered via:

- Certified mail
- Courier service
- Confirmed email

To addresses listed above.

26. ACCEPTANCE AND SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this HVAC Equipment Replacement / Installation Contract as of the Effective Date.

CONTRACTOR

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT

Signature: _____

Name: _____

Date: _____