



## HVAC EXTENDED WARRANTY SERVICE CONTRACT

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

**Service Provider (Contractor):**

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License Number: \_\_\_\_\_

AND

**Customer (Client):**

Name / Business Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The 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 provide extended warranty protection for HVAC equipment installed at the Service Address. This Agreement supplements the original manufacturer's warranty and provides additional labor, parts, and/or service coverage beyond the initial warranty period.

This Agreement does not replace the manufacturer's warranty but extends coverage subject to the terms outlined herein.

### 2. COVERED EQUIPMENT

This Agreement applies only to the following HVAC equipment:

- Equipment Type: \_\_\_\_\_
- Manufacturer: \_\_\_\_\_
- Model Number(s): \_\_\_\_\_
- Serial Number(s): \_\_\_\_\_
- Installation Date: \_\_\_\_\_
- System Capacity: \_\_\_\_\_

Coverage applies exclusively to the above-listed equipment and only at the designated Service Address.

### 3. TERM OF COVERAGE

The extended warranty term shall begin:



- Upon expiration of manufacturer labor warranty
- On the Effective Date
- On installation date

Coverage shall continue for:

- 5 years
- 10 years
- Other: \_\_\_\_\_

This Agreement automatically terminates at the end of the coverage period unless renewed in writing.

#### **4. SCOPE OF COVERAGE**

Subject to exclusions listed herein, Service Provider agrees to repair or replace covered components that fail due to normal wear and tear during the coverage period.

##### **4.1 Covered Components (If Applicable)**

- Compressor
- Condenser Coil
- Evaporator Coil
- Blower Motor
- Inducer Motor
- Control Board
- Ignition System
- Heat Exchanger
- Thermostat (if installed by Contractor)
- Refrigerant Leaks (within factory coil assemblies)
- Electrical Components
- Capacitors
- Contactors
- Relays

Specific coverage details shall be listed in Exhibit A.

#### **5. LABOR COVERAGE**

If selected, labor coverage includes:

- Diagnostic services
- Removal of defective components
- Installation of replacement parts
- Refrigerant recovery and recharge
- System testing

Labor coverage applies only to covered components.

Travel fees may apply outside standard service area.



## 6. PARTS COVERAGE

Replacement parts shall be:

- Original manufacturer parts; OR
- Approved equivalent components

If identical parts are unavailable, functionally equivalent replacements may be installed.

Ownership of replaced parts transfers to Service Provider.

## 7. SERVICE REQUEST PROCEDURE

Customer must:

1. Contact Service Provider directly to request service.
2. Provide model and serial number.
3. Describe the issue in detail.
4. Allow reasonable access during business hours.

Unauthorized repairs by third parties may void coverage.

Emergency services outside standard hours may incur additional charges unless included in coverage plan.

## 8. RESPONSE TIMES

Standard Service: Within \_\_\_ business days

Emergency Service (if included): Within \_\_\_ hours

Response times may vary due to weather, parts availability, or force majeure events.

## 9. MAINTENANCE REQUIREMENTS

This Agreement requires that Customer:

- Replace filters regularly
- Maintain unobstructed airflow
- Schedule annual preventative maintenance
- Operate system according to manufacturer guidelines

Failure to maintain equipment may result in denial of coverage.

Service Provider may require documented proof of maintenance.

## 10. EXCLUSIONS

This Agreement does NOT cover:

- Damage from improper installation by third parties
- Lack of maintenance
- Acts of God (fire, flood, lightning, hurricanes)
- Power surges
- Vandalism
- Refrigerant leaks in line sets (unless specifically included)
- Ductwork
- Structural modifications
- Cosmetic damage



- Mold remediation
- Code-required upgrades
- Thermostat programming errors
- Smart home connectivity issues

Consumable items such as filters are not covered unless specified.

### 11. LIMITATION OF LIABILITY

Service Provider's liability shall not exceed the total amount paid under this Agreement.

Service Provider shall not be liable for:

- Consequential damages
- Business interruption
- Loss of income
- Food spoilage
- Water damage
- Property damage due to equipment failure

### 12. TRANSFERABILITY

This Agreement is transferable to a new property owner upon written notice and payment of transfer fee of \$\_\_\_\_\_.

This Agreement is non-transferable.

Transfer must occur prior to property sale closing.

### 13. CANCELLATION

#### 13.1 By Customer

Customer may cancel within \_\_\_ days of purchase for full refund if no claims have been filed.

After that period, refund shall be prorated based on time remaining and claims paid.

#### 13.2 By Service Provider

Service Provider may cancel for:

- Non-payment
- Fraudulent claims
- Abuse of equipment
- Unsafe conditions

Written notice shall be provided.

### 14. PAYMENT TERMS

Total Contract Price: \$\_\_\_\_\_

Payment options:

- Lump sum payment
- Annual payment
- Monthly payment plan

Late payments may result in suspension of coverage. Reinstatement may require inspection and fee.



**15. PRE-EXISTING CONDITIONS**

This Agreement does not cover defects or failures existing prior to Effective Date.

Service Provider may inspect system prior to acceptance.

Coverage may be denied for pre-existing mechanical issues.

**16. REPLACEMENT POLICY**

If a covered component cannot be repaired:

- It shall be replaced.
- If equipment is deemed non-repairable, Service Provider may offer prorated credit toward new system.

Full system replacement is not guaranteed unless specifically included.

**17. FORCE MAJEURE**

Service Provider shall not be liable for delays due to:

- Natural disasters
- Government action
- Supply chain shortages
- Labor strikes
- Extreme weather

**18. INSURANCE**

Service Provider maintains:

- General Liability Insurance
- Workers' Compensation Insurance

Certificates available upon request.

**19. DISPUTE RESOLUTION**

Disputes shall first be resolved through good-faith negotiation.

If unresolved:

- Mediation
- Binding arbitration
- Litigation in State of \_\_\_\_\_

Each Party shall bear its own legal costs unless otherwise awarded.

**20. GOVERNING LAW**

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

**21. ENTIRE AGREEMENT**

This document constitutes the entire Extended Warranty Agreement between the Parties.

No verbal representations shall modify this Agreement.

Amendments must be in writing and signed by both Parties.



**22. SEVERABILITY**

If any provision is deemed invalid, remaining provisions remain enforceable.

**23. NOTICES**

Notices shall be delivered via:

- Certified mail
- Recognized courier
- Confirmed email

To addresses listed above.

**24. ACKNOWLEDGEMENT**

Customer acknowledges that:

- This Agreement is not an insurance policy.
- Coverage is limited to terms outlined herein.
- Proper maintenance is required.
- Manufacturer warranty remains separate.

**25. SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this HVAC Extended Warranty Service Contract as of the Effective Date.

**SERVICE PROVIDER**

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

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

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

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

**CUSTOMER**

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

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

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