



HVAC LABOR-ONLY CONTRACT

This HVAC Labor-Only Contract ("Agreement") is entered into as of the ___ day of _____, 20__ ("Effective Date"), by and between:

Contractor:

[Company Name]

[Street Address]

[City, State, Zip Code]

Phone: [Phone Number]

Email: [Email Address]

State License #: [License Number]

AND

Client:

[Client Name / Business Name]

Project Address: [Project Address]

Billing Address (if different): [Billing Address]

Phone: [Client Phone]

Email: [Client Email]

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

1. PURPOSE

The purpose of this Agreement is to define the terms and conditions under which Contractor shall provide labor-only HVAC installation, repair, replacement, modification, or service work at the Project Address.

Under this Agreement, Client shall supply all equipment, materials, parts, and components unless otherwise specified in writing. Contractor shall provide skilled labor, tools, and supervision necessary to complete the agreed scope of work.

This Agreement does not include material procurement unless expressly stated.

2. SCOPE OF WORK

Contractor agrees to provide labor services for the following HVAC work:

- New HVAC installation
- Equipment replacement
- System retrofit
- Ductwork installation or modification
- Furnace installation
- Air conditioning installation
- Heat pump installation
- Rooftop unit installation
- Boiler or chiller installation



- Repair labor
- Other: _____

A detailed description of the work shall be provided in **Exhibit A – Scope of Work**.

Any work not specifically described in Exhibit A is excluded and may require a written change order.

3. MATERIALS AND EQUIPMENT

3.1 Client-Supplied Materials

Client shall be solely responsible for providing:

- HVAC equipment (furnace, condenser, air handler, etc.)
- Thermostats and controls
- Ductwork materials
- Refrigerant (if required)
- Electrical components
- Mounting hardware
- Accessories
- Manufacturer installation instructions

Contractor shall not be responsible for delays caused by incorrect, incomplete, or damaged materials supplied by Client.

3.2 Inspection of Materials

Contractor may visually inspect Client-supplied materials prior to installation. However:

- Contractor does not warrant materials.
- Contractor is not responsible for manufacturer defects.
- Contractor is not liable for compatibility issues between components supplied by Client.

4. LABOR SERVICES PROVIDED

Contractor shall provide:

- Skilled HVAC technicians
- Required hand tools and standard installation tools
- Supervision and workmanship
- Standard installation procedures
- Connection of equipment to existing utilities (where feasible)
- Startup and operational testing

Specialized equipment (e.g., cranes, lifts, rigging, specialty fabrication) shall be billed separately unless included in writing.

5. PRICING AND PAYMENT TERMS

5.1 Labor Rates

Labor shall be billed as:

- Fixed Labor Fee: \$ _____
 - Hourly Rate: \$ _____ per hour
 - Per-System Rate: \$ _____
- Minimum service charge: \$ _____.



5.2 Payment Schedule

- 50% deposit prior to commencement
- Progress payments at milestones
- Balance due upon completion
- Net 15 / Net 30 (commercial only)

Failure to make timely payment may result in work suspension.

5.3 Additional Labor

Additional labor due to unforeseen conditions, code requirements, or incomplete materials shall be billed at the agreed hourly rate unless otherwise specified.

6. CHANGE ORDERS

Any deviation from the original Scope of Work must be documented in a written Change Order signed by both Parties.

Change Orders may affect:

- Labor costs
- Project timeline
- Required inspections
- Final completion date

Verbal requests shall not be binding unless confirmed in writing.

7. PROJECT SCHEDULE

Contractor shall use reasonable efforts to complete work within ____ days of commencement.

Project delays may occur due to:

- Weather
- Material shortages
- Incomplete materials
- Code inspection delays
- Utility delays
- Unforeseen structural conditions

Contractor shall not be liable for delays beyond reasonable control.

8. PERMITS AND INSPECTIONS

- Contractor shall obtain required HVAC permits (if agreed).
- Client shall obtain permits.

Permit fees shall be:

- Included in labor cost
- Paid by Client

Contractor is responsible for workmanship compliance; Client is responsible for ensuring supplied materials meet code requirements.



9. WARRANTY

9.1 Labor Warranty

Contractor warrants labor workmanship for a period of ___ months from date of completion.

Labor warranty covers:

- Installation errors
- Workmanship defects

Labor warranty does NOT cover:

- Manufacturer defects
- Improper materials supplied by Client
- System misuse
- Lack of maintenance
- Power surges
- Natural disasters

9.2 No Material Warranty

Contractor provides no warranty on materials or equipment supplied by Client.

All manufacturer warranties are the sole responsibility of the Client.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- Contractor's liability shall not exceed total labor fees paid.
- Contractor shall not be liable for incidental, indirect, or consequential damages.
- Contractor is not responsible for property damage resulting from defective equipment supplied by Client.

11. SITE CONDITIONS

Client shall ensure:

- Clear access to work areas
- Safe working conditions
- Adequate lighting
- Functioning electrical supply
- Safe ladder access
- Removal of hazardous materials

If hazardous materials (e.g., asbestos, mold) are discovered, work shall cease until properly remediated at Client's expense.

12. CLIENT RESPONSIBILITIES

Client agrees to:

1. Provide complete and correct equipment.
2. Ensure compatibility of system components.
3. Maintain communication regarding scheduling.
4. Secure pets during work.
5. Remove personal property from work area.
6. Make timely payments.



13. SAFETY

Contractor shall comply with OSHA standards and applicable safety regulations.
Client shall ensure no unsafe interference with Contractor's work.

14. TERMINATION

14.1 By Client

Client may terminate with written notice.

Client shall pay for:

- All labor performed
- All scheduled labor time
- Demobilization costs

14.2 By Contractor

Contractor may terminate immediately for:

- Non-payment
- Unsafe conditions
- Harassment of staff
- Fraud or misrepresentation

15. INSURANCE

Contractor maintains:

- General liability insurance
- Workers' compensation insurance

Certificates of insurance available upon request.

16. INDEMNIFICATION

Client agrees to indemnify and hold harmless Contractor from claims arising from:

- Defective materials supplied by Client
- Improper system design
- Equipment incompatibility
- Client negligence

17. FORCE MAJEURE

Contractor shall not be liable for delays or failure due to:

- Natural disasters
- Severe weather
- Government regulations
- Labor strikes
- Supply shortages
- Utility interruptions



18. DISPUTE RESOLUTION

Disputes 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.

19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of _____.

20. LIEN RIGHTS

Contractor reserves the right to file a mechanic's lien in accordance with state law if payment is not received.

21. ENTIRE AGREEMENT

This Agreement, including Exhibit A, constitutes the entire understanding between the Parties.

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

22. SEVERABILITY

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

23. NOTICES

All notices shall be delivered by:

- Certified mail
- Recognized courier
- Email with confirmation

To addresses listed above.

24. ACCEPTANCE

By signing below, both Parties agree to the terms and conditions of this HVAC Labor-Only Contract.

CONTRACTOR

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT

Signature: _____

Name: _____

Date: _____

EXHIBIT A – SCOPE OF WORK

(Provide detailed labor description, installation steps, timeline, and special conditions.)