



HVAC PREVENTIVE MAINTENANCE AGREEMENT

This HVAC Preventive Maintenance Agreement (“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]

State 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 provide scheduled preventive maintenance services for the heating, ventilation, and air conditioning (“HVAC”) equipment located at the Service Address. The intent of preventive maintenance is to maintain system efficiency, extend equipment lifespan, reduce the likelihood of unexpected breakdowns, improve indoor air quality, and ensure safe operation.

This Agreement is a maintenance service contract only. It is not a warranty, guarantee of uninterrupted performance, or an insurance policy.

2. COVERED EQUIPMENT

Only the HVAC equipment specifically listed in **Exhibit A – Equipment Inventory** shall be covered under this Agreement (“Covered Equipment”).

Covered Equipment may include:

- Gas, electric, or oil furnaces
- Central air conditioning systems
- Heat pumps
- Air handlers
- Packaged rooftop units (RTUs)
- Ductless mini-split systems
- Thermostats
- Humidifiers and dehumidifiers
- UV lights and air purification systems



All equipment must be operational and in serviceable condition at the time of enrollment. Service Provider reserves the right to inspect equipment prior to activation of this Agreement. Equipment not listed in Exhibit A is excluded unless added by written amendment signed by both Parties.

3. TERM OF AGREEMENT

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

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

Unless either Party provides written notice of non-renewal at least thirty (30) days prior to expiration, this Agreement shall automatically renew for successive one-year terms at the then-current rate.

4. SCOPE OF PREVENTIVE MAINTENANCE SERVICES

4.1 Scheduled Maintenance Visits

Service Provider shall perform:

- Two (2) scheduled maintenance visits annually for residential systems (one cooling season visit and one heating season visit), OR
- Four (4) quarterly visits annually for commercial systems (if selected).

Appointments shall be scheduled during normal business hours unless otherwise agreed.

5. COOLING SYSTEM PREVENTIVE MAINTENANCE

During the cooling season visit, Service Provider shall perform the following services, as applicable:

5.1 Inspection and Cleaning

- Inspect and clean condenser coil (if accessible and not chemically required)
- Inspect evaporator coil (visual inspection; removal requires additional fee)
- Inspect condensate drain pan and clear minor obstructions
- Inspect and clean outdoor unit cabinet
- Inspect insulation on refrigerant lines

5.2 Electrical and Mechanical Testing

- Inspect contactors and relays
- Test capacitors
- Inspect compressor operation
- Inspect and tighten electrical connections
- Measure voltage and amperage draw
- Inspect disconnect box
- Inspect blower motor and assembly
- Lubricate moving parts (if applicable)

5.3 Performance Testing

- Check refrigerant pressures
- Measure temperature differential
- Verify thermostat calibration
- Test system controls and safety devices
- Confirm proper cycling and shutdown



A written report shall be provided to Customer noting system condition and recommendations.

6. HEATING SYSTEM PREVENTIVE MAINTENANCE

During the heating season visit, Service Provider shall perform the following services:

6.1 Combustion System Inspection (Gas/Oil Furnaces)

- Inspect heat exchanger for visible cracks, rust, or corrosion
- Clean burners
- Inspect ignition system
- Clean and test flame sensor
- Check gas pressure
- Inspect pilot assembly (if applicable)
- Inspect vent connector and flue pipe

6.2 Electrical and Blower Inspection

- Inspect blower motor and wheel
- Inspect and tighten electrical connections
- Test safety switches and limit controls
- Inspect control board
- Check voltage and amperage

6.3 Performance Testing

- Measure temperature rise
- Test thermostat operation
- Inspect air filter
- Inspect combustion air openings
- Check for carbon monoxide presence (where applicable)

Written documentation of findings shall be provided.

7. FILTER MAINTENANCE

Standard 1-inch filters may be replaced during scheduled visits if provided by Customer or billed separately.

Customer agrees to check and replace filters monthly unless otherwise instructed. Failure to maintain filters may void portions of this Agreement and may cause equipment damage.

8. MAINTENANCE REPORTING

Following each scheduled visit, Service Provider shall provide:

- Description of work performed
- Measured system readings
- Identified concerns
- Recommended repairs or improvements
- Estimated costs for recommended work (if applicable)

Customer acknowledges that recommendations are not mandatory but are provided to ensure safe and efficient system operation.

9. EXCLUSIONS

This Preventive Maintenance Agreement does not include:



- Emergency service
- Diagnostic service outside scheduled visits
- Repair labor
- Replacement parts
- Refrigerant replacement beyond minor adjustment
- Major component replacement (compressors, coils, heat exchangers)
- Ductwork repair or modification
- Electrical panel upgrades
- Code compliance upgrades
- Equipment replacement
- Structural repairs
- Plumbing repairs
- Damage caused by fire, flood, lightning, vandalism, or misuse
- Pre-existing conditions

Any required repairs identified during maintenance shall be quoted separately.

10. ADDITIONAL SERVICES

The following services may be provided at an additional cost:

- Coil deep cleaning
- Duct cleaning
- Refrigerant leak detection
- Blower wheel removal and cleaning
- UV light replacement
- Humidifier pad replacement
- Smart thermostat installation
- Commercial rooftop unit maintenance

All additional services require Customer approval.

11. CUSTOMER RESPONSIBILITIES

Customer agrees to:

1. Provide safe and unobstructed access to Covered Equipment.
2. Maintain a minimum 24-inch clearance around outdoor units.
3. Ensure pets are secured during service visits.
4. Maintain working electrical service to equipment.
5. Notify Service Provider promptly of system issues.
6. Maintain proper filter replacement schedule.
7. Avoid unauthorized alterations or third-party service.

Failure to meet these responsibilities may limit or void coverage.

12. PRICING AND PAYMENT TERMS

12.1 Annual Fee

Customer agrees to pay:



\$_____ per year (Residential)

OR

\$_____ per year (Commercial)

12.2 Payment Options

- Annual payment
- Monthly automatic payment of \$_____
- Quarterly payments

Invoices are due within fifteen (15) days. Late payments may incur a finance charge of ____% per month. Failure to maintain current payment status may result in suspension or termination.

13. LIMITATION OF LIABILITY

Service Provider's total liability under this Agreement shall not exceed the annual service fee paid. Service Provider shall not be liable for:

- Loss of use of property
- Food spoilage
- Frozen pipes
- Water damage
- Business interruption
- Incidental or consequential damages

Customer acknowledges that mechanical systems may fail unexpectedly despite maintenance.

14. TERMINATION

14.1 By Customer

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

- Value of services rendered
- Administrative fee of \$_____

14.2 By Service Provider

Service Provider may terminate immediately for:

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

15. TRANSFERABILITY

This Agreement may be transferred to a new property owner at the same address upon written request and approval by Service Provider, provided the account is current.

Transfer fee (if applicable): \$_____.

16. FORCE MAJEURE

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

- Severe weather
- Natural disasters



- Government regulations
- Labor strikes
- Supply shortages
- Acts of God

17. DISPUTE RESOLUTION

Any dispute arising from this Agreement shall first be submitted 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 Agreement, including all exhibits, constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements.

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

20. SEVERABILITY

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

21. NOTICES

All required notices shall be delivered by:

- Certified mail
- Recognized courier
- Email with confirmation

To the addresses listed above.

22. ACCEPTANCE

By signing below, the Parties agree to the terms and conditions of this HVAC Preventive Maintenance Agreement.

SERVICE PROVIDER

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Date: _____