



HVAC SEASONAL TUNE-UP AGREEMENT

This HVAC Seasonal Tune-Up 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]

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 be referred to individually as a “Party” and collectively as the “Parties.”

1. PURPOSE

The purpose of this Agreement is to provide seasonal inspection, cleaning, adjustment, and performance testing of Customer’s heating and cooling systems. Seasonal tune-ups are designed to improve system efficiency, enhance safety, extend equipment lifespan, and reduce the likelihood of unexpected breakdowns during peak operating seasons.

This Agreement is for preventive tune-up services only. It does not constitute a warranty, insurance policy, or guarantee against equipment failure.

2. COVERED EQUIPMENT

This Agreement covers only the HVAC equipment listed in **Exhibit A – Equipment Inventory** located at the Service Address.

Covered equipment may include:

- Gas, electric, or oil furnaces
- Central air conditioning systems
- Heat pumps
- Air handlers
- Ductless mini-split systems
- Packaged rooftop units (light commercial)
- Thermostats
- Indoor air quality components (humidifiers, dehumidifiers, UV lights)



Equipment must be operational at the time of enrollment. Service Provider reserves the right to inspect equipment prior to acceptance.

Equipment not listed in Exhibit A is excluded unless added by written amendment.

3. TERM OF AGREEMENT

This Agreement shall remain in effect for:

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

Each annual term includes:

- One (1) Cooling Season Tune-Up
- One (1) Heating Season Tune-Up

Unless either Party provides written notice at least thirty (30) days prior to expiration, this Agreement may automatically renew for successive one-year terms at the prevailing rate.

4. SCHEDULING OF SEASONAL VISITS

4.1 Cooling Tune-Up

Typically scheduled between March and June.

4.2 Heating Tune-Up

Typically scheduled between September and December.

Customer agrees to schedule appointments within the designated seasonal window. Failure to schedule within the season may result in forfeiture of that visit without refund.

5. COOLING SEASON TUNE-UP SERVICES

During the cooling tune-up visit, Service Provider shall perform the following procedures as applicable:

5.1 Inspection and Cleaning

- Inspect condenser coil and clean exterior debris
- Inspect evaporator coil (visual inspection only unless removal authorized)
- Inspect condensate drain line and clear minor clogs
- Inspect refrigerant line insulation
- Clean accessible cabinet surfaces

5.2 Electrical Components

- Inspect contactors and relays
- Test capacitors
- Inspect and tighten electrical connections
- Measure voltage and amperage
- Inspect disconnect box and wiring
- Test safety controls

5.3 Mechanical Components

- Inspect compressor operation
- Inspect blower motor and wheel
- Lubricate moving parts where applicable



- Inspect fan blades and motor mounts

5.4 Performance Testing

- Measure refrigerant pressures
- Check superheat/subcooling (if applicable)
- Measure temperature differential
- Verify thermostat calibration
- Confirm system startup and shutdown cycles

Customer shall receive a written or digital report summarizing findings and recommendations.

6. HEATING SEASON TUNE-UP SERVICES

During the heating tune-up visit, Service Provider shall perform the following:

6.1 Combustion System (Gas/Oil Furnaces)

- Inspect heat exchanger for visible cracks or corrosion
- Clean burners
- Clean and test flame sensor
- Inspect ignition system
- Check gas pressure (where applicable)
- Inspect vent pipe and flue connections
- Test for carbon monoxide presence

6.2 Electrical and Mechanical

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

6.3 Performance Testing

- Measure temperature rise
- Test thermostat functionality
- Inspect air filter
- Confirm proper cycling

Written documentation shall be provided after completion.

7. FILTER REPLACEMENT

Standard 1-inch filters may be replaced during tune-ups if provided by Customer or billed separately. Customer agrees to inspect and replace filters monthly unless otherwise instructed. Failure to maintain filters may result in equipment damage not covered under this Agreement.

8. DISCOUNTS AND BENEFITS (OPTIONAL)

If included in the selected plan, Customer may receive:

- ___% discount on repair labor
- ___% discount on replacement parts
- Waived diagnostic fee during normal business hours



- Priority scheduling

Discounts apply only while Agreement is active.

9. EXCLUSIONS

This Seasonal Tune-Up Agreement does NOT include:

- Emergency service
- Repair labor outside scheduled visits
- Replacement parts
- Refrigerant replacement beyond minor adjustments
- Major component replacement (compressor, coil, heat exchanger)
- Ductwork repair or redesign
- Electrical panel upgrades
- Code compliance modifications
- Plumbing repairs
- Cosmetic repairs
- Structural modifications
- Damage from fire, flood, vandalism, power surges, or acts of God
- Pre-existing conditions

Any repairs identified during tune-up shall require separate authorization.

10. ADDITIONAL SERVICES AVAILABLE

The following services may be offered at additional cost:

- Deep coil cleaning
- Refrigerant leak search
- Blower wheel removal and cleaning
- Duct cleaning
- Indoor air quality testing
- Smart thermostat installation
- System performance upgrades
- Commercial rooftop maintenance

11. CUSTOMER RESPONSIBILITIES

Customer agrees to:

1. Provide safe access to equipment.
2. Ensure clear workspace around HVAC equipment.
3. Secure pets during service visits.
4. Maintain electrical power to equipment.
5. Maintain regular filter replacement.
6. Inform Service Provider of system concerns.
7. Avoid unauthorized repairs or modifications.

Failure to comply may void certain benefits.



12. PRICING AND PAYMENT TERMS

12.1 Annual Fee

Customer agrees to pay:

\$_____ per year (Residential)

\$_____ per system

OR

\$_____ per year (Commercial)

12.2 Payment Options

Full payment due at signing

Monthly automatic payments of \$_____

Quarterly payments

Invoices are due within fifteen (15) days. Late payments may incur finance charges of ____% per month.

Failure to maintain payment may result in suspension of services.

13. LIMITATION OF LIABILITY

Service Provider's liability shall not exceed the total amount paid under this Agreement during the preceding 12 months.

Service Provider shall not be liable for:

- Property damage due to equipment failure
- Frozen pipes
- Water damage
- Food spoilage
- Business interruption
- Loss of profits
- Incidental or consequential damages

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

14. TERMINATION

14.1 By Customer

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

Refunds shall be prorated minus:

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

14.2 By Service Provider

Service Provider may terminate immediately for:

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

15. TRANSFERABILITY



This Agreement may be transferred to a new property owner at the same address with written approval from Service Provider and if account is current.

Transfer fee: \$ _____ (if applicable).

16. FORCE MAJEURE

Service Provider shall not be liable for delays due to:

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

17. INSURANCE

Service Provider maintains:

- General liability insurance
- Workers' compensation insurance

Certificates of insurance available upon request.

18. INDEMNIFICATION

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

- Customer negligence
- Third-party modifications
- Failure to follow maintenance recommendations
- Improper system operation

19. 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.

20. GOVERNING LAW

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

21. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

Modifications must be in writing and signed by both Parties.

22. SEVERABILITY

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



23. NOTICES

All required notices shall be delivered by:

- Certified mail
- Recognized courier
- Email with confirmation

To addresses listed above.

24. ACCEPTANCE

By signing below, the Parties agree to the terms and conditions of this HVAC Seasonal Tune-Up Agreement.

SERVICE PROVIDER

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Date: _____

EXHIBIT A – EQUIPMENT INVENTORY

Equipment Type Brand Model Serial Number BTU/Tonnage Location Age