



HVAC TIME-AND-MATERIALS CONTRACT

This HVAC Time-and-Materials 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]

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 HVAC services to Client on a time-and-materials basis. Under this structure, Client agrees to pay for actual labor hours expended and materials used to complete the requested work.

This Agreement is suitable for repair work, diagnostic services, system modifications, emergency service, retrofit projects, tenant improvements, and situations where the full scope of work cannot be precisely determined in advance.

2. SCOPE OF WORK

Contractor agrees to provide HVAC services as requested by Client, which may include but are not limited to:

- System diagnostics
- Equipment repair
- Component replacement
- Equipment installation
- Ductwork modification or repair
- Refrigerant charging or leak repair
- Electrical troubleshooting
- Thermostat installation
- Rooftop unit service
- Boiler or chiller service
- Preventive maintenance
- Emergency repairs



The exact scope of work may evolve as conditions are discovered. Contractor shall inform Client of significant changes in scope that materially impact cost.

3. TIME-AND-MATERIALS BILLING STRUCTURE

3.1 Labor Rates

Labor shall be billed based on actual time expended at the following rates:

Standard Business Hours (Mon–Fri, 8:00 AM – 5:00 PM):

\$_____ per hour per technician

Overtime (after 5:00 PM weekdays):

\$_____ per hour per technician

Weekend Rate:

\$_____ per hour per technician

Holiday Rate:

\$_____ per hour per technician

Minimum charge per visit: ____ hour(s).

Travel time may be billed at the standard hourly rate unless otherwise agreed.

3.2 Materials and Equipment

Materials shall be billed at:

- Contractor's cost plus ____% markup; OR
- Contractor's standard retail pricing.

Materials include but are not limited to:

- HVAC equipment
- Replacement parts
- Refrigerant
- Electrical components
- Fasteners
- Piping
- Ductwork
- Insulation
- Controls
- Safety devices

Special-order items may require advance payment.

3.3 Equipment Rental and Specialized Services

If required, the following may be billed separately:

- Crane rental
- Lift rental
- Scaffolding
- Specialty testing equipment
- Disposal fees
- Permit fees
- Third-party inspections



Client shall be notified prior to incurring substantial additional costs.

4. ESTIMATES

Any cost estimate provided prior to commencement of work is a non-binding estimate unless expressly stated as a fixed-price agreement.

Client acknowledges that unforeseen conditions may require additional labor or materials beyond the estimate.

Contractor shall make reasonable efforts to communicate anticipated cost overruns when practical.

5. PAYMENT TERMS

5.1 Invoicing

Contractor shall submit invoices:

- Upon completion
- Weekly (for ongoing projects)
- Bi-weekly
- Monthly

Invoices shall itemize:

- Labor hours
- Labor rates
- Materials used
- Equipment rentals
- Taxes
- Applicable fees

5.2 Payment Due Date

Payment is due:

- Upon receipt
- Net 15 days
- Net 30 days (commercial accounts only)

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

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

6. CLIENT RESPONSIBILITIES

Client agrees to:

1. Provide safe and unobstructed access to work areas.
2. Ensure utilities (electricity, gas, water) are available.
3. Secure pets and personal property.
4. Promptly review and approve additional work when required.
5. Make timely payments.
6. Provide accurate project information.



7. CHANGE IN CONDITIONS

If Contractor encounters concealed or unknown conditions, including but not limited to:

- Structural issues
- Code violations
- Electrical deficiencies
- Hazardous materials
- Mold or asbestos
- Inaccessible ductwork
- Equipment damage beyond visible scope

Contractor shall notify Client and may adjust labor and materials accordingly.

8. PERMITS AND INSPECTIONS

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

Permit costs shall be billed as:

- Included in materials
- Separate line item

Inspection delays are beyond Contractor's control.

9. WARRANTY

9.1 Labor Warranty

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

Warranty covers installation defects attributable to Contractor's work.

9.2 Material Warranty

Manufacturer warranties apply to parts and equipment supplied by Contractor.

Contractor makes no independent warranty beyond manufacturer coverage.

Warranty does not cover:

- Improper system operation
- Lack of maintenance
- Power surges
- Acts of God
- Unauthorized modifications

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- Contractor's liability shall not exceed the total amount paid under this Agreement.
- Contractor shall not be liable for incidental, indirect, or consequential damages.
- Contractor shall not be responsible for business interruption, food spoilage, water damage, or property loss caused by equipment failure.



11. SAFETY AND WORK CONDITIONS

Contractor shall comply with applicable safety standards, including OSHA regulations.

Client shall ensure safe site conditions and remove hazards prior to commencement of work.

If hazardous materials are discovered, work shall cease until properly remediated at Client's expense.

12. INSURANCE

Contractor maintains:

- General liability insurance
- Workers' compensation insurance
- Commercial auto insurance

Certificates of insurance available upon request.

13. TERMINATION

13.1 By Client

Client may terminate work at any time with written notice.

Client shall pay for all labor performed and materials ordered through termination date.

13.2 By Contractor

Contractor may terminate immediately for:

- Non-payment
- Unsafe site conditions
- Harassment of personnel
- Fraud or misrepresentation

14. FORCE MAJEURE

Contractor shall not be liable for delays caused by:

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

15. LIEN RIGHTS

Contractor reserves the right to file a mechanic's lien for unpaid labor and materials in accordance with state law.

16. INDEMNIFICATION

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

- Client negligence
- Improper maintenance
- Third-party alterations
- Pre-existing equipment defects



17. 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.

18. GOVERNING LAW

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

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding time-and-materials HVAC services.

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

20. SEVERABILITY

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

21. NOTICES

All notices shall be delivered by:

- Certified mail
- Recognized courier
- Email with confirmation

To addresses listed above.

22. ACCEPTANCE

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

CONTRACTOR

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT

Signature: _____

Name: _____

Date: _____