HVAC Yearly Service Contract

This **HVAC Yearly Service Contract** (“***Agreement***”) is entered into as of _____ ("***Effective Date***") by and between the parties below:

Contractor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Customer

_____

_____ _____

_____ _____ _____ _____

_____ _____

Customer and Contractor are each a “***Party***” and together the “***Parties***”.

1. Purpose

Customer engages Contractor to provide scheduled preventive maintenance services for the heating, ventilation, and air-conditioning equipment identified in this Agreement. Contractor accepts the engagement subject to these terms.

2. Term

The Agreement begins on _____ and continues for one year, ending on _____ (“***Term***”), unless terminated earlier under the Termination clause.

The Agreement will not renew automatically unless the Parties confirm renewal in writing before the end of the Term.

3. Covered Equipment

The equipment covered by this Agreement is listed below:

Equipment Type	Manufacturer/Model	Serial Number	Location

Jotform

Automatically create polished, fillable and signable documents

Clone the document for free!

Only the equipment listed in this clause is covered. Additional equipment requires written approval from both Parties and may result in additional charges.

4. Scheduled Maintenance Services

Contractor will provide _____ scheduled preventive maintenance visits during the Term. Unless otherwise agreed in writing, Contractor will perform the services during normal business hours.

During each scheduled visit, Contractor will inspect and service the covered equipment as reasonably appropriate for its type, condition, and manufacturer recommendations. Services may include inspecting components, checking operating controls, cleaning accessible components, replacing standard filters supplied by Customer or included in the service plan, checking electrical connections, inspecting drains, checking refrigerant-related performance indicators, and reporting observed maintenance or repair needs.

Contractor will provide Customer with a service record or summary after each completed visit.

5. Service Schedule

The anticipated service schedule is as follows:

Visit	Target Date or Season	Service Type
1		
2		

Scheduled dates are estimates. Contractor may reschedule a visit for weather, staffing, equipment availability, safety concerns, or other reasonable operational circumstances.

6. Excluded Services

Unless expressly stated otherwise in writing, the annual service fee does not include replacement parts, refrigerant, repairs, emergency service, after-hours service, major cleaning, ductwork services, system replacement, electrical upgrades, permits, testing required by law, or services for equipment damage caused by misuse, neglect, pests, fire, flooding, power issues, unauthorized alterations, or events beyond Contractor's reasonable control.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

Any repair or additional service identified during a maintenance visit requires Customer's approval before Contractor performs the work, except where immediate action is reasonably necessary to prevent injury or material property damage and Customer has authorized such action in writing.

7. Repairs and Additional Work

If Contractor identifies a repair need, Contractor will provide Customer with a description of the recommended work and the applicable charges before beginning non-routine work. Customer is responsible for approving repair estimates in writing.

Contractor is not required to perform repairs or install replacement parts under this Agreement unless Customer separately authorizes the work.

8. Fees and Payment

Customer will pay Contractor an annual service fee of _____ for the services described in this Agreement. The fee is payable _____.

Invoices are due within _____ days after the invoice date. Late payments may be subject to a late charge of _____, to the extent permitted by applicable law.

Contractor may suspend scheduled services while undisputed amounts remain overdue. Customer remains responsible for fees for authorized repairs, replacement parts, emergency calls, and other services outside the scope of this Agreement.

9. Customer Responsibilities

Customer will provide Contractor with safe and reasonable access to the covered equipment at scheduled service times. Customer will keep the equipment area reasonably clear of obstructions and disclose known issues affecting equipment operation or site safety.

Customer is responsible for maintaining utilities required for service, including electricity, gas, water, and system access, where applicable. Customer must promptly notify Contractor of material changes to the equipment, property, or access arrangements.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

10. Contractor Responsibilities

Contractor will perform the scheduled services in a professional manner using personnel who are appropriately qualified for the work performed. Contractor will comply with applicable health, safety, and licensing requirements relevant to the services.

Contractor may use qualified employees or subcontractors to perform services. Contractor remains responsible for the performance of services provided under this Agreement.

11. Limited Service Warranty

Contractor warrants that scheduled maintenance services will be performed with reasonable care and skill. If Customer notifies Contractor in writing of a deficiency in the maintenance services within _____ days after completion, Contractor will have a reasonable opportunity to reperform the affected service.

This clause does not create a warranty that the covered equipment will operate without interruption, remain free from defects, achieve a particular level of efficiency, or avoid future repairs or replacement.

Manufacturer warranties for equipment and parts, if any, are separate from this Agreement and are governed by the applicable manufacturer terms.

12. Limitation of Liability

To the extent permitted by applicable law, neither Party is liable to the other for indirect, incidental, special, or consequential losses arising from this Agreement, including lost profits, lost business opportunities, or loss of use.

Contractor's total liability arising from this Agreement will not exceed the annual service fee paid by Customer under this Agreement, except to the extent liability cannot lawfully be limited.

Nothing in this Agreement limits liability for fraud, willful misconduct, or any liability that cannot be excluded or limited under applicable law.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

13. Insurance and Property Conditions

Contractor will maintain insurance customarily appropriate for its services. Customer is responsible for maintaining adequate insurance for the property and covered equipment.

Contractor is not responsible for pre-existing defects, concealed conditions, unsafe conditions, or damage resulting from equipment failure that was not caused by Contractor's failure to perform the services with reasonable care and skill.

14. Termination

Either Party may terminate this Agreement without cause by providing _____ days' written notice to the other Party.

Either Party may terminate this Agreement immediately by written notice if the other Party materially breaches this Agreement and does not cure the breach within _____ days after receiving written notice describing the breach.

Upon termination, Customer will pay Contractor for all services performed and authorized charges incurred through the effective termination date. If Customer prepaid the annual service fee, Contractor will refund any unused portion on a proportional basis, less amounts properly due for services already performed, authorized work, and non-refundable materials or expenses identified in writing.

Termination does not affect obligations that by their nature should continue after termination, including payment obligations, confidentiality obligations, and the Limitation of Liability clause.

15. Force Majeure

Neither Party is responsible for delay or failure to perform caused by circumstances beyond its reasonable control, including severe weather, natural disasters, utility failures, labor disruptions, government actions, supply shortages, or public emergencies. The affected Party will notify the other Party as soon as reasonably practical.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

16. Notices

Notices under this Agreement must be in writing and delivered personally, by recognized courier, by certified mail, or by email to the contact information indicated in the first page of this Agreement. A notice is effective when received, except that an emailed notice is effective only when the sender does not receive an error message indicating failed delivery.

17. Governing Law and Dispute Resolution

This Agreement is governed by the laws of _____, without regard to rules that would apply the laws of another jurisdiction.

The Parties will first attempt in good faith to resolve any dispute through direct discussions. If they cannot resolve the dispute, either Party may pursue available legal remedies in the courts located in _____, unless the Parties agree in writing to another method of dispute resolution.

18. General Provisions

This Agreement is the entire agreement between the Parties regarding the annual HVAC maintenance services and replaces prior discussions or understandings on that subject.

Any amendment must be in writing and signed by both Parties. A waiver is effective only if made in writing and does not waive any later breach.

If any provision is found unenforceable, the remaining provisions will continue in effect to the extent permitted by law.

Neither Party may assign this Agreement without the other Party's written consent, except that Contractor may assign the Agreement in connection with a sale or transfer of its business, provided the successor accepts Contractor's obligations under this Agreement.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

Signatures

By signing below, the Parties agree to be bound by this Agreement.

Contractor

Name

Date

Signature

Customer

Name

Date

Signature

Jotform

Automatically create polished, fillable and signable documents

Clone the document for free!

Jotform

This document is a PDF copy of **HVAC Yearly Service Contract** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.

Edit PDF

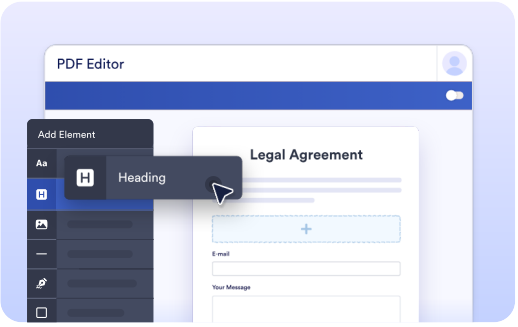
Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

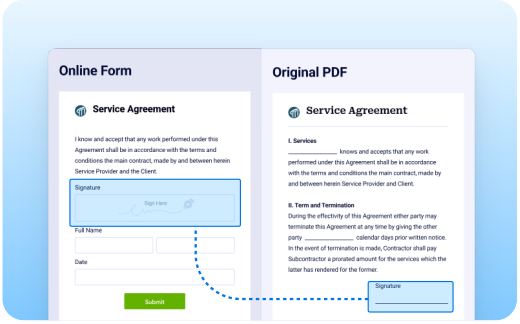
jotform.com/products/pdf-editor/



Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

jotform.com/products/smart-pdf-forms/



Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

jotform.com/products/sign/



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.