

COMMERCIAL HVAC SERVICE AGREEMENT

Location: _____ Agreement Number: _____

Parties:

Service Provider Name: _____

Address: _____

Phone/Email: _____

Client Information:

Client Name: _____

Address: _____

Phone/Email: _____

Service Description:

Service Provider agrees to perform commercial HVAC maintenance, repair, and installation services as described herein, including but not limited to inspection, cleaning, testing, and replacement of parts necessary to maintain the HVAC system in good working condition.

Term of Agreement:

This Agreement shall remain in effect until terminated by either party in accordance with the termination provisions herein.

Compensation and Payment:

Service Fee: _____ USD

Payment Terms: _____

Scope of Services:

Service Provider shall provide all labor, materials, and equipment required to perform the HVAC service tasks agreed upon in this Agreement. All services shall be performed in a professional and workmanlike manner consistent with industry standards.

Responsibilities of Client:

Client agrees to provide Service Provider access to the premises and HVAC equipment during normal business hours or as otherwise agreed, to ensure timely performance of the services.

Term and Termination:

Either party may terminate this Agreement upon 30 days prior written notice. Termination for cause may be immediate upon material breach by the other party if such breach is not cured within 10 days of notice.

Warranty and Disclaimers:

Service Provider warrants that all services provided will be performed with reasonable care and skill. All equipment and parts provided are warranted only to the extent provided by their respective manufacturers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability:

IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SERVICE PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT.

Indemnification:

Client agrees to indemnify and hold harmless Service Provider and its employees, agents, and subcontractors from any claims, damages, or liabilities arising from Client's negligence or failure to perform its obligations.

Insurance:

Service Provider shall maintain commercial general liability insurance and workers' compensation insurance as required by law during the term of this Agreement.

Force Majeure:

Neither party shall be liable for delays or failure to perform due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government actions, or other events beyond control.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any legal action arising from this Agreement shall be brought exclusively in the state or federal courts located in _____ County, _____.

Dispute Resolution:

The parties agree to attempt good faith negotiations to resolve disputes prior to seeking legal remedies. If unresolved, disputes may be submitted to mediation or arbitration in accordance with applicable rules.

Entire Agreement and Amendments:

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written communications. Any amendments must be in writing and signed by authorized representatives of both parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

Waiver:

Failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Confidentiality:

The parties agree to keep the terms of this Agreement and any proprietary information confidential, except as required by law or agreed to in writing.

Signatures:

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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