

# HVAC PREVENTIVE MAINTENANCE AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Client Information:

Full Name or Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Service Provider Information:

Company Name: \_\_\_\_\_

Technician Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Equipment Information:

Equipment Type: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Model Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Installation Date (if known): \_\_\_\_\_

## Scope of Preventive Maintenance Services:

Service Provider agrees to perform the following preventive maintenance services on the HVAC equipment listed above, including but not limited to inspection, cleaning, lubrication, filter replacement, calibration, and testing as per manufacturer's recommendations and industry standards.

## Service Schedule and Access:

Preventive maintenance services shall be performed at mutually agreed intervals, typically quarterly or biannually, or as otherwise specified in writing. Client shall provide reasonable access to equipment and premises during normal business hours for Service Provider to perform the services.

## Compensation and Payment Terms:

Service Fee: \_\_\_\_\_ USD

Payment Terms: \_\_\_\_\_

## Terms and Conditions:

### 1. Service Provider Obligations

Service Provider shall perform all services in a professional, workmanlike manner consistent with industry standards and in compliance with all applicable laws and regulations in the United States.

## **2. Client Obligations**

Client agrees to provide access, utilities, and any necessary permits or approvals required for Service Provider to perform the services.

## **3. Safety and Compliance**

Service Provider shall adhere to all safety protocols and comply with OSHA regulations and any other applicable federal, state, and local laws.

## **4. Warranty Disclaimer**

Except as expressly provided in this Agreement, Service Provider expressly disclaims all warranties, whether express or implied, including any warranty of merchantability or fitness for a particular purpose.

## **5. Limitation of Liability**

Service Provider's liability for any claim arising under this Agreement shall be limited to the amount paid by Client for the specific services giving rise to the claim. Neither party shall be liable for consequential, incidental, or punitive damages.

## **6. Indemnification**

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or losses arising out of the indemnifying party's negligence or willful misconduct.

## **7. Term and Termination**

This Agreement shall remain in effect until terminated by either party upon thirty (30) days written notice. Termination shall not relieve Client of payment obligations for services rendered through the termination date.

## **8. Confidentiality**

Both parties agree to keep confidential all proprietary or sensitive information disclosed during the course of this Agreement, except as required by law or with prior written consent.

## **9. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles. Any disputes shall be resolved exclusively in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings, whether written or oral.

## **11. Amendments**

No amendment or modification to this Agreement shall be binding unless made in writing and signed by authorized representatives of both parties.

## **12. Force Majeure**

Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including acts of God, government actions, strikes, or natural disasters.

## **13. Insurance**

Service Provider shall maintain appropriate insurance coverage, including general liability and workers' compensation, and shall provide certificates of insurance upon Client's request.

**14. Subcontractors**

Service Provider may engage qualified subcontractors to perform services, but shall remain responsible for all obligations under this Agreement.

**15. Independent Contractor**

Service Provider is an independent contractor and nothing in this Agreement shall create an employer-employee or agency relationship.

**16. Notices**

All notices required or permitted under this Agreement shall be in writing and deemed given when delivered by hand, certified mail, overnight courier, or email to the addresses set forth herein.

**17. Severability**

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

**18. Waiver**

No waiver of any breach or right under this Agreement shall be effective unless in writing and signed by the waiving party.

**19. Assignment**

Neither party may assign or transfer this Agreement without prior written consent of the other party.

**20. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which constitute one instrument.

**CLIENT'S SIGNATURE**

**SERVICE PROVIDER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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