

HVAC SERVICE AGREEMENT

This HVAC Service Agreement (the "Agreement") is made effective as of _____ [Date] by and between _____ [Service Provider Name], with its principal place of business at _____ [Address] (the "Service Provider"), and _____ [Client Name], with its principal place of business at _____ [Address] (the "Client").

1. Services

The Service Provider shall deliver the following HVAC services to the Client: _____ [Define the specific services to be delivered, e.g., installation, maintenance, repair, inspection, replacement of heating, ventilation, and air conditioning systems].

2. Term and Termination

This Agreement starts on _____ [Start Date] and lasts for _____ [Number] _____ [Months/Years], unless ended earlier as specified here.

Either party may terminate this Agreement for cause with _____ [Number] days' written notice if the other party seriously breaches this Agreement and doesn't fix it within that time.

3. Payment Terms

The Client will pay for the Services delivered an amount of \$ _____ [Amount] per _____ [Month/Hour/Project] to the Service Provider.

All invoices shall be issued _____ [Frequency] and payment is due within _____ [Number] days of the invoice date.

4. Equipment and parts

Any replacement parts or additional equipment required for service will be charged separately unless otherwise specified in writing.

5. Confidentiality

Each party agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the

prior written consent of the Parties, and not to use any Confidential Information for any purpose except as required in the performance of the Services. The Service Provider shall notify the Client immediately in the event of any loss or disclosure of any Confidential Information.

6. Limitation of Liability

The Service Provider's total liability under this Agreement shall not exceed \$_____ [Amount].

7. Indemnification

The Service Provider agrees to protect and compensate the Client for any losses or damages caused by the Service Provider's negligence or breach of this Agreement.

8. Warranty

The Service Provider warrants that all services performed will be free from defects in workmanship for a period of _____ [Number] days following completion. Any defects must be reported within this period for remedy.

9. Severability

If any provision of this agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which other provisions shall remain in full force and effect unless the removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled.

10. Governing Law

This Agreement shall be governed under the laws in the State of _____.

11. Additional Terms and Conditions

12. Entire Agreement

The Service Provider is an independent contractor and not an employee of the Client.

This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SERVICE PROVIDER NAME

CLIENT NAME

By_____

By_____

Name:

Name:

Date:

Date: