

HVAC MAINTENANCE AGREEMENT

This HVAC Maintenance Agreement ("Agreement") is made on [date] between:

Customer: [full legal name], of [service address] ("Customer"), and

HVAC Company: [business legal name], license no. [number, if required], of [address] ("Company").

Plan: [plan name, e.g. "Two-visit residential plan"]

Term: [start date] to [end date]

1. Covered Equipment

Company will maintain only the equipment listed below (the "Equipment"):

Equipment	Make	Model	Serial no.	Location	Approx. age
[furnace / air handler]	[make]	[model]	[serial]	[basement]	[years]
[condenser / heat pump]	[make]	[model]	[serial]	[side yard]	[years]
[other]	[make]	[model]	[serial]	[location]	[years]

Equipment added later is covered only if both parties agree in writing, and the fee may change.

2. Maintenance Visits

Company will make [number] maintenance visits during the term:

- Cooling visit: during [months]
- Heating visit: during [months]
- Other visits: [describe]

☐ Company will contact Customer to schedule each visit. ☐ Customer will call to schedule. Visits take place during Company's normal business hours, [days and hours].

3. Maintenance Checklist

At each visit, Company will perform the tasks that apply to the Equipment and the season:

Cooling season

- Inspect or replace standard filter (Customer-supplied or at [\$ amount] each)
- Inspect and clean condenser coil as needed
- Check refrigerant pressures and temperature split

- Check and clear condensate drain line and pan
- Inspect electrical connections, contactor and capacitor
- Check blower operation
- Check thermostat operation and settings
- [other tasks]

Heating season

- Inspect or replace standard filter
- Inspect burner, ignition and flame sensor
- Inspect heat exchanger where accessible
- Check gas pressure and safety controls
- Inspect venting and flue for obstruction
- Test carbon monoxide levels at the appliance
- Check heat pump defrost and auxiliary heat operation, if applicable
- [other tasks]

Company will give Customer a written or emailed report after each visit listing what was done and any problems found.

4. Priority Service

Plan members receive priority scheduling for repair calls ahead of non-plan customers, subject to technician availability. Company will make reasonable efforts to respond to no-heat or no-cooling calls within [number] hours during business hours. After-hours service ☐ is available at [\$ amount] per call ☐ is not offered.

5. Repairs and Discounts

Repairs are not included in the plan fee. Before doing any repair, Company will give Customer a price and get Customer's approval. Plan members receive:

- [percentage]% off parts
- [percentage]% off repair labor
- Diagnostic or service call fee: ☐ waived ☐ [\$ amount]

Discounts ☐ do ☐ do not apply to equipment replacement.

6. Refrigerant

All work involving refrigerant will be performed by technicians certified under Section 608 of the Clean Air Act as required by EPA rules. Company will recover refrigerant as required and will not intentionally vent it. Refrigerant added to the Equipment is not included in the plan fee and is billed at [\$ amount] per pound. If the Equipment is leaking, Company will tell Customer and give options before adding refrigerant.

7. Exclusions

The plan does not cover:

- repairs, replacement parts, or new equipment (except the discounts in Section 5);
- refrigerant (see Section 6);
- ductwork, duct cleaning, or zoning systems unless listed in Section 1;
- equipment not listed in Section 1;
- damage caused by power surges, lightning, flooding, fire, freezing, pests, misuse, or lack of power or fuel;
- equipment that someone other than Company has modified or repaired improperly;
- upgrades required by building codes or inspectors;
- removal of obstructions to reach the Equipment; and
- [other exclusions].

8. Customer Responsibilities

Customer will give Company safe access to the Equipment, keep the area around it reasonably clear, change filters between visits if agreed, and tell Company promptly about any unusual noise, smell, leak or performance problem. Customer should shut off equipment and call Company, or the gas utility or 911 if needed, if Customer smells gas or suspects carbon monoxide.

9. Plan Fee and Payment

The plan fee is [\$ amount] per year, paid ☐ in full at signing ☐ in monthly payments of [\$ amount] on the [day] of each month. Repairs are due on completion unless otherwise agreed.

10. Term, Renewal and Cancellation

This Agreement runs for the term above.

☐ It renews automatically for another [number]-month term at the then-current plan fee unless either party gives notice of non-renewal at least [number] days before the end date. Company will send Customer a reminder at least [number] days before any automatic renewal charge.

☐ It does not renew automatically.

Customer may cancel at any time with written notice. If Customer cancels, Company will refund the unused portion of the plan fee, minus the regular price of any visits already performed ☐ minus a cancellation fee of [\$ amount] ☐ with no fee.

If this Agreement was signed at Customer's home and the FTC Cooling-Off Rule or a state home solicitation law applies, Company will give Customer the required notice of cancellation, and Customer may cancel within the time that law allows.

11. Workmanship and Liability

Company will perform all work in a good and workmanlike manner and in line with applicable codes and manufacturer instructions. Company warrants its repair labor for [number] days; parts carry the manufacturer's warranty. Maintenance reduces but does not eliminate the chance of breakdowns. Company is not responsible for failures of Equipment that were not caused by Company's work, but nothing in this Agreement limits Company's responsibility for its own negligence.

Company will carry general liability insurance and workers' compensation as required by law.

12. General Terms

Notices. Notices must be in writing and sent by hand, email or mail to the addresses above.

Entire agreement. This Agreement is the entire agreement about the plan.

Amendments. Changes must be in writing and signed by both parties, except that Company may change the plan fee for a renewal term with at least [number] days' notice.

Governing law. The laws of the State of [State] govern this Agreement.

Severability. If any part is found unenforceable, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Customer

Signature: _____

Name: [full name]

Date: [date]

HVAC Company

Signature: _____

Name: [full name]

Date: [date]