

COMMERCIAL HVAC SERVICE AGREEMENT

Equipment coverage, responsibilities, response times, and approval limits for a business property

This Agreement is made on _____ (the "Effective Date") between the Contractor and the Customer identified below, and governs the HVAC services described in Sections 4 through 7 at the facility or facilities listed in Section 3.

1. CONTRACTOR

Legal company name _____

Address _____

Contact name / title _____

Phone _____

Email _____

License / Reg. No. _____

24-hour dispatch _____

Federal tax ID _____

2. CUSTOMER

Legal entity name _____

Address _____

Facility contact / title _____

Phone _____

Email _____

After-hours contact _____

Billing contact and email _____

PO required? _____

Vendor / supplier no. _____

3. COVERED FACILITIES

Site name	Address	Building type / use	Sq. ft.	Operating hours

4. COVERED EQUIPMENT SCHEDULE

Only equipment listed here (or on an attached schedule referenced by this Section) is covered. Equipment added or removed requires a written amendment signed by both parties, which may adjust the price.

Tag / unit no.	Type	Make	Model	Serial no.	Tons / BTU	Yr.	Location / area served

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☐ Additional equipment listed on attached Schedule A, dated _____, which forms part of this Agreement.

Equipment expressly excluded: _____

5. SERVICE LEVEL

Coverage selected (check one):

	Coverage	What is included	What is billed separately
☐	Preventive maintenance only	Scheduled PM visits and tasks in Section 6; written reports; discounted rates on repairs	All repair labor, parts, refrigerant, and after-hours calls
☐	PM plus repair labor	Everything above, plus labor on covered repairs during normal hours	Parts, materials, refrigerant, after-hours labor
☐	Full coverage	PM, repair labor, and covered parts up to \$_____ per incident	Major components listed in Section 8; capital replacement
☐	Time and materials only	On-call service at the rates in Section 10; no scheduled PM	All labor, parts, and trip charges

5.1 PM frequency. Scheduled maintenance visits occur _____ times per year per unit, approximately in the month(s) of _____. Filter changes occur _____ times per year. Belt inspection and coil cleaning occur _____ times per year.

5.2 Scheduling of PM. Contractor will propose a PM calendar within _____ days of the Effective Date and will confirm each visit at least _____ business days in advance with the facility contact.

5.3 Reporting. Contractor will provide a written service report within _____ business days of each visit, listing work performed, readings taken, deficiencies found, and recommended corrections with estimated cost.

6. SCHEDULED MAINTENANCE TASKS

Performed on each covered unit as applicable to its type. Check tasks included in this Agreement.

- | | |
|---|---|
| ☐ Inspect and clean condenser and evaporator coils | ☐ Replace filters (size/type: _____) |
| ☐ Inspect and adjust belts and sheaves | ☐ Lubricate motors, bearings, and dampers |
| ☐ Verify refrigerant charge and check for leaks | ☐ Record suction, head, superheat, subcooling |
| ☐ Measure amp draw on all motors and compressors | ☐ Inspect and tighten electrical connections |
| ☐ Test contactors, relays, capacitors, starters | ☐ Clean and treat condensate pans and drains |
| ☐ Inspect and test economizer operation | ☐ Verify outside-air damper position and linkage |
| ☐ Inspect heat exchanger and combustion components | ☐ Test gas pressure, ignition, and flame safeguard |
| ☐ Inspect flue, venting, and combustion air | ☐ Check and calibrate thermostats and sensors |
| ☐ Verify building automation points and schedules | ☐ Inspect VAV boxes, reheat coils, and actuators |

- ☐ Check pumps, valves, and hydronic loop pressures
 ☐ Inspect exhaust and make-up air units
☐ Record and report static pressure readings
 ☐ Check curb, cabinet, panels, and weather seals

7. RESPONSE TIMES

Response means a qualified technician on site, or remote diagnosis begun where the building system allows it. Response clocks start when Contractor's dispatch receives the request.

Priority	Definition	Response — normal hours	Response — after hours
P1 — Emergency	Total loss of heating or cooling affecting occupancy; life-safety, freeze, or process risk; water intrusion from equipment	Within _____ hours	Within _____ hours
P2 — Urgent	Partial failure; one zone or unit down; comfort complaint affecting a work area	Within _____ hours	Within _____ hours
P3 — Routine	Minor fault, noise, or deficiency with no immediate operational impact	Within _____ business days	Next business day
P4 — Scheduled	Planned maintenance, deferred repairs, and quoted work	As scheduled	As scheduled

7.1 Normal business hours are _____ to _____, _____ (days), excluding the holidays listed in Section 10.4.

7.2 Remedies. If Contractor misses a P1 or P2 response time other than for reasons under Section 15.3, Customer's remedy is: ☐ credit of \$_____ per occurrence ☐ waiver of that call's trip and overtime charges ☐ right to use another contractor at Contractor's expense up to \$_____. ☐ other: _____.

7.3 Requesting service. Service is requested by phone to dispatch, by email to _____, or through the portal at _____. Only the people listed in Section 9 may authorize billable work.

7.4 Uptime target. ☐ Contractor will use commercially reasonable efforts to maintain _____ % availability of covered equipment during operating hours, measured as described in Schedule ____.

8. EXCLUSIONS

8.1 Unless Section 5 states otherwise, the following are not included and are quoted separately: compressors, heat exchangers, coils, control boards, VFDs, chillers and chiller components, cooling tower structure and fill, boiler pressure vessels, and other major components; refrigerant and refrigerant leak repair; equipment replacement and capital projects.

8.2 Also excluded: duct cleaning, sealing, and replacement; test and balance; water treatment; electrical distribution upstream of the unit disconnect; gas piping upstream of the unit shutoff; plumbing; roofing, curbs, and structural work; asbestos, lead, mold, and other hazardous material handling; fire and life-safety systems; building automation software licensing and programming beyond the points listed in Section 6.

8.3 Contractor is not responsible for failures caused by misuse, tampering, unauthorized work by others, vandalism, power surges or outages, water damage, freezing, corrosive or contaminated environments, inadequate ventilation, or operation outside the manufacturer's design conditions.

8.4 Contractor is not responsible for correcting pre-existing conditions, code violations, or design deficiencies. Deficiencies found during the first PM cycle will be documented and quoted; Contractor may exclude specific units from coverage on written notice within _____ days of the first inspection if they are found to be beyond serviceable condition.

9. APPROVALS AND SPENDING AUTHORITY

Authorized to approve work	Title	Approval limit	Phone / email

9.1 Not-to-exceed threshold. Contractor may perform corrective work up to \$_____ per occurrence without prior written approval, and will report it on the next service report. Work above that amount requires written approval from a person listed above.

9.2 Quotes. Contractor will provide a written quote for non-covered work within _____ business days of the request. Quotes are valid for _____ days.

9.3 Emergency work. Where an immediate risk to people, the building, or a critical process exists and no authorized approver can be reached after documented attempts, Contractor may perform work up to \$_____ to make the condition safe and stable, and will notify Customer within _____ hours.

9.4 Purchase orders. ☐ A PO number is required before work begins; Contractor may decline non-emergency work without one, and Customer will not withhold payment for emergency work performed under Section 9.3 for lack of a PO. ☐ No PO required.

9.5 Verbal approvals. A verbal approval must be confirmed in writing by Contractor within _____ hours and is effective once confirmed without objection.

10. RATES AND PRICING

Agreement price _____ Billing frequency _____

Payment terms _____ Price basis _____

Labor category	Regular	Overtime	Holiday / Sunday
Service technician (per hour)	\$	\$	\$
Senior / controls technician (per hour)	\$	\$	\$
Apprentice / helper (per hour)	\$	\$	\$
Project supervision (per hour)	\$	\$	\$

Other charges	Amount	Other charges	Amount
Trip / dispatch charge	\$	Minimum billable call	_____ hours
Parts markup over cost	_____ %	Subcontract markup	_____ %
Refrigerant (per lb)	\$	Equipment rental markup	_____ %
Travel time billed	☐ Yes ☐ No	Consumables / shop supplies	_____ %

10.1 Agreement price. The maintenance price is \$_____ per ☐ year ☐ quarter ☐ month, invoiced ☐ in advance ☐ in arrears.

10.2 Invoicing and payment. Invoices are due within _____ days of the invoice date. Amounts unpaid after _____ days accrue _____ % per month or the maximum allowed by law. Customer will notify Contractor of any disputed amount within _____ days and will pay the undisputed balance on time.

10.3 Taxes. Prices exclude sales, use, and excise taxes, which Customer will pay unless it provides a valid exemption certificate.

10.4 Holidays are: _____.

10.5 Price escalation. Rates and the agreement price are fixed for the initial term and may be adjusted at each renewal by no more than _____ %, or by the change in _____ index, with _____ days' written notice.

11. RESPONSIBILITIES

Item	Contractor	Customer
Perform scheduled maintenance in Section 6	☐	☐
Provide qualified, licensed, and trained technicians	☐	☐
Maintain equipment records and service history	☐	☐
Supply filters, belts, and routine consumables	☐	☐
Supply refrigerant and maintain leak records	☐	☐
Provide safe roof, mechanical room, and equipment access	☐	☐
Provide lift, hoist, or crane access where needed	☐	☐
Provide utilities, lighting, and power at the work area	☐	☐
Provide site-specific safety orientation and badging	☐	☐
Lockout / tagout program and permits (hot work, confined space)	☐	☐
Operate equipment within design conditions and schedules	☐	☐
Change thermostat and BAS setpoints	☐	☐
Report faults and alarms promptly	☐	☐
Obtain permits and pay permit fees	☐	☐
Dispose of removed parts, oil, and refrigerant	☐	☐
Maintain as-built drawings and control sequences	☐	☐

12. SITE ACCESS AND SAFETY

12.1 Customer will provide access to covered equipment during normal business hours and, for P1 and P2 calls, at any hour. Keys, badges, codes, and escorts required will be arranged in advance.

12.2 Contractor's personnel will comply with Customer's site safety and security rules provided in writing, including sign-in, PPE, hot-work and confined-space permits, and lockout/tagout coordination.

12.3 Background checks and credentials: ☐ required for all personnel on site ☐ not required. Drug testing: ☐ required ☐ not required.

12.4 Contractor will not knowingly disturb asbestos, lead, mold, or other hazardous material. If encountered, Contractor will stop work in that area and notify Customer, who is responsible for testing and abatement. Delay from such a condition is not Contractor's fault and may extend response and completion times.

12.5 Work that interrupts building services will be coordinated with Customer at least _____ hours in advance except in an emergency.

13. INSURANCE

Coverage	Minimum limit	Coverage	Minimum limit
Commercial general liability (each occurrence)	\$	General aggregate	\$
Automobile liability (combined single limit)	\$	Umbrella / excess liability	\$
Workers' compensation	Statutory	Employer's liability	\$
Professional / pollution liability (if applicable)	\$	Certificate delivered	☐ Yes ☐ N/A

Contractor will maintain the coverage above for the term and will name Customer as an additional insured on the general liability policy where required: ☐ Yes ☐ No. Contractor will provide certificates at signing, at each renewal, and on request, and will give _____ days' notice of cancellation or material change.

14. TERM, RENEWAL, AND TERMINATION

Term start _____ Term end _____

Initial term length _____ Renewal term length _____

14.1 Renewal. ☐ This Agreement renews automatically for successive terms of the length shown unless either party gives written notice of non-renewal at least _____ days before the term ends. ☐ Renewal requires written agreement.

14.2 Termination for convenience. Either party may terminate on _____ days' written notice. Customer will pay for services performed and materials ordered through the termination date; Contractor will refund any unearned prepaid amount on a pro-rated basis.

14.3 Termination for cause. Either party may terminate if the other materially breaches and fails to cure within _____ days of written notice. Contractor may suspend service for non-payment after _____ days' written notice without terminating.

14.4 On termination. Contractor will return keys, badges, and Customer property, and will deliver service records, equipment history, and current control sequences within _____ days.

15. LIABILITY AND GENERAL TERMS

15.1 Limitation of liability. Except for bodily injury, damage to tangible property caused by its negligence, indemnity obligations, and its willful misconduct, each party's total liability under this Agreement will not exceed the amounts paid or payable under it in the twelve months before the claim.

15.2 Consequential damages. Neither party is liable for indirect, incidental, special, or consequential damages, including lost profits, lost production, business interruption, spoiled inventory or product, or loss of data, however caused.

15.3 Force majeure. Neither party is responsible for failure or delay caused by events beyond its reasonable control, including severe weather, fire, flood, utility failure, epidemic, labor disputes, supplier or shipping delays, refrigerant or component shortages, and government action. Response times are suspended for the duration of such an event.

15.4 Indemnity. Each party will indemnify and hold the other harmless from third-party claims for bodily injury or property damage to the extent caused by its own negligence or willful misconduct, and neither is required to indemnify the other for the other's own negligence.

15.5 Independent contractor. Contractor is an independent contractor, not an employee, agent, or joint venturer of Customer.

- 15.6 Subcontractors.** Contractor may use qualified subcontractors and remains responsible for their work and compliance with this Agreement.
- 15.7 Confidentiality.** Each party will keep the other's non-public business information confidential and use it only to perform this Agreement.
- 15.8 Non-solicitation.** ☐ During the term and for _____ months after, neither party will solicit the other's employees who performed under this Agreement, except through general public advertising.
- 15.9 Compliance.** Contractor will comply with applicable law, including EPA refrigerant handling and recordkeeping requirements, OSHA standards, and local mechanical codes.
- 15.10 Entire agreement.** This document, its schedules, and any signed amendment form the entire agreement and replace prior proposals and understandings. Terms printed on a purchase order, invoice, or work ticket do not modify this Agreement.
- 15.11 Amendments.** Changes must be in writing and signed by authorized representatives of both parties.
- 15.12 Assignment.** Neither party may assign this Agreement without the other's written consent, except to a successor of its business on written notice.
- 15.13 Governing law and disputes.** This Agreement is governed by the laws of the State of _____. The parties will attempt good-faith resolution, then ☐ mediation, then court ☐ binding arbitration in _____ ☐ court in _____ County. Each party bears its own fees unless the court or arbitrator decides otherwise.
- 15.14 Notices.** Notices must be in writing and delivered by hand, courier, certified mail, or email to the contacts in Sections 1 and 2.
- 15.15 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A failure to enforce a provision is not a waiver of it.

16. SIGNATURES

Each party, through the authorized representative signing below, has read this Agreement, including the equipment schedule in Section 4, the response times in Section 7, the exclusions in Section 8, and the approval limits in Section 9, and agrees to its terms.

CONTRACTOR

Signature

Printed name

Title

Date

CUSTOMER

Signature

Printed name

Title

Date

SCHEDULE A — ADDITIONAL COVERED EQUIPMENT

Attach to the Commercial HVAC Service Agreement; both parties initial each page

Tag / unit no.	Type	Make	Model	Serial no.	Tons / BTU	Yr.	Location / area served

Schedule date

Price adjustment

Contractor initials

Customer initials

WORK AUTHORIZATION

For repairs or non-covered work above the not-to-exceed threshold in Section 9.1

Authorization no. _____ Date _____

Site _____ Unit tag / equipment _____

PO number _____ Priority (P1–P4) _____

Condition found

Work proposed

Description	Hours / qty	Rate / unit cost	Amount

	Amount
Labor subtotal	\$
Parts and materials (incl. markup)	\$
Subcontract / rental / equipment	\$
Tax	\$
NOT-TO-EXCEED TOTAL	\$

Estimated start: _____ Estimated completion: _____

Expected downtime: _____ Impact if deferred: _____

CONTRACTOR

CUSTOMER — AUTHORIZED APPROVER

Signature _____

Signature _____

Printed name and title _____

Printed name and title _____

Date _____

Date _____