

HVAC PREVENTIVE MAINTENANCE AGREEMENT

Scheduled maintenance plan for a residential property — visits, tasks, payments, and renewal

This Agreement is made on _____ (the "Effective Date") between the Contractor and the Customer identified below for the maintenance plan described in Sections 3 through 5.

1. CONTRACTOR

Company name _____

Contact name _____ Phone _____

Address _____

Email _____ License / Reg. No. _____

2. CUSTOMER AND COVERED PROPERTY

Customer name(s) _____

Service address _____

City / State / ZIP _____ Phone _____

Email _____ Alt. contact _____

Billing address (if different) _____

3. COVERED EQUIPMENT

Only the equipment listed here is covered. Equipment added later is covered only by a signed amendment and may change the plan price.

Equipment / system	Make	Model	Serial no.	Age / install yr	Location

Equipment excluded from coverage: _____

4. PLAN, VISITS, AND SCHEDULE

Plan selected (check one):

	Plan	Visits per year	Included	Annual price
☐	Essential	1	Seasonal tune-up, standard filter, priority scheduling	\$
☐	Standard	2	Heating + cooling visits, filters, ____% repair discount	\$
☐	Premium	_____	All of the above, no after-hours fee, ____% repair discount	\$
☐	Custom	_____		\$

4.1 Visit timing. Visits are performed approximately: ☐ spring and fall ☐ every _____ months ☐ month(s) of _____.

4.2 Scheduling. Contractor will contact Customer at least _____ days before each visit is due to arrange a date. Customer may also call to schedule.

4.3 Access. Customer will provide access to all covered equipment, the electrical panel, and the thermostat, and will secure pets. ☐ Contractor may perform outdoor-only work if no one is home.

4.4 Missed or refused visits. Visits are scheduled within the plan year and do not carry over. A visit Customer cancels with less than _____ hours' notice, or that cannot be performed because of access, may be counted as used. Contractor will make at least _____ attempts to schedule each visit.

4.5 Duration. A maintenance visit typically takes _____ to _____ hours per system.

5. TASKS INCLUDED IN EACH VISIT

Contractor will perform the following on each covered system, as applicable to the equipment type. Check items included in this plan.

Cooling visit

- | | |
|---|--|
| ☐ Inspect and clean condenser coil | ☐ Check refrigerant charge (superheat/subcooling) |
| ☐ Inspect evaporator coil where accessible | ☐ Measure temperature split across coil |
| ☐ Clear and treat condensate drain and pan | ☐ Test condensate safety switch |
| ☐ Check and tighten electrical connections | ☐ Measure compressor and fan amp draw |
| ☐ Inspect contactor, capacitors, relays | ☐ Check fan blades and motor bearings |
| ☐ Inspect refrigerant line insulation | ☐ Check and test thermostat operation |

Heating visit

- | | |
|---|--|
| ☐ Inspect heat exchanger for cracks | ☐ Clean burners and ignition assembly |
| ☐ Test ignitor, flame sensor, flame signal | ☐ Check gas pressure and adjust as needed |
| ☐ Test safety and limit controls | ☐ Inspect flue, venting, and draft |
| ☐ Test for carbon monoxide in flue | ☐ Inspect heat pump reversing valve and defrost |
| ☐ Check auxiliary/emergency heat strips | ☐ Inspect blower wheel and motor |
| ☐ Measure temperature rise | ☐ Verify combustion air supply |

Every visit

- | | |
|---|--|
| ☐ Replace standard air filter (supplied by Contractor) | ☐ Measure and record system static pressure |
| ☐ Inspect accessible ductwork for leaks | ☐ Lubricate moving parts as required |
| ☐ Verify safe disconnect and equipment grounding | ☐ Provide written report of findings and readings |

Filters. ☐ Standard 1" filters included, up to _____ per visit. ☐ Media/high-efficiency filters billed at cost plus ____%.
☐ Customer supplies filters.

6. ADDITIONAL PLAN BENEFITS

Benefit	Included in this plan
Discount on repair parts and labor	_____ %
Discount on new equipment installation	_____ %
Priority scheduling ahead of non-plan customers	☐ Yes ☐ No
Guaranteed response time for no-heat / no-cool calls	_____ hours
Waived diagnostic / service-call fee on repairs	☐ Yes ☐ Reduced to \$ _____
After-hours, weekend, holiday overtime charges	☐ Waived ☐ Charged at plan rate \$ _____ /hr
Extension of labor warranty on repairs	_____ days/months
Annual written system condition report	☐ Yes ☐ No

7. WHAT IS NOT INCLUDED

- 7.1** This Agreement covers scheduled maintenance and inspection only. Repairs, replacement parts, refrigerant, and equipment replacement are billed separately at the plan discount, unless Section 6 states otherwise.
- 7.2** Also excluded: duct cleaning, sealing, or replacement; electrical work beyond the equipment disconnect; plumbing and gas piping beyond the equipment connection; humidifiers, dehumidifiers, air cleaners, UV lamps, and zone dampers unless listed in Section 3; water-source, geothermal, and boiler components unless listed; chimney and liner work; structural or roofing work required for access.
- 7.3** Contractor is not responsible for failures caused by power surges, lightning, flooding, freezing, vermin, corrosion, improper use, filters not changed between visits, or work performed by others.
- 7.4** Maintenance reduces the chance of failure but does not prevent it. This Agreement is not a warranty, insurance policy, or guarantee that covered equipment will not break down.

8. PRICE, PAYMENT, AND PRICE CHANGES

Payment option (check one)	Amount	Due
☐ Annual, paid in full at signing	\$ _____	At signing
☐ Monthly	\$ _____ /mo	Day _____ of each month
☐ Quarterly	\$ _____ /qtr	
☐ Per visit	\$ _____ /visit	At time of visit

- 8.1 Sales tax.** Plan prices ☐ include ☐ exclude applicable sales tax of _____ %.
- 8.2 Automatic payment.** ☐ Customer authorizes Contractor to charge the card or bank account on file on the schedule above, until Customer cancels in writing. Authorization details are on the last page.
- 8.3 Late or failed payment.** Payments more than _____ days late accrue _____ % per month (or the maximum allowed by law). Plan benefits, including discounts and priority scheduling, are suspended while the account is past due, and Contractor may terminate the plan if payment remains unpaid _____ days after written notice.
- 8.4 Price changes.** Contractor may change the plan price at renewal only, with at least _____ days' written notice before the renewal date. Customer may decline by cancelling before renewal under Section 9.

9. TERM, RENEWAL, AND CANCELLATION

Initial term start _____ Initial term end _____

- 9.1 Term.** The initial term runs for _____ months from the Effective Date.
- 9.2 Renewal.** ☐ This Agreement renews automatically for successive _____ -month terms unless either party gives written notice of non-renewal at least _____ days before the term ends. Contractor will send a renewal reminder at least _____ days before each renewal. ☐ This Agreement does not renew automatically.
- 9.3 Cancellation by Customer.** Customer may cancel at any time with _____ days' written notice. Refunds are calculated as: ☐ pro-rated for unused visits, less the undiscounted value of visits and benefits already received ☐ pro-rated by remaining months ☐ no refund after the first visit. Method selected: _____.
- 9.4 Cancellation by Contractor.** Contractor may cancel with _____ days' written notice and will refund the unused pro-rated portion. Contractor may cancel immediately if the site is unsafe, if access is repeatedly denied, or for non-payment under Section 8.3.
- 9.5 Transfer.** ☐ If Customer sells the property, the remaining plan term may be transferred to the new owner at no charge on written notice to Contractor. ☐ The plan is not transferable.
- 9.6 Equipment replacement.** If covered equipment is replaced during the term, the plan continues on the new equipment after Contractor updates Section 3; the price may be adjusted by agreement.

10. CUSTOMER RESPONSIBILITIES

- 10.1** Change or clean filters between visits as directed, keep the outdoor unit clear of vegetation, snow, and debris, and keep condensate lines unobstructed.
- 10.2** Report unusual noise, odor, icing, water, or performance changes promptly rather than waiting for the next scheduled visit.
- 10.3** Keep contact details current and respond to scheduling attempts within a reasonable time.
- 10.4** Do not have covered equipment serviced or modified by others during the term without telling Contractor; undisclosed work by others may void plan benefits on affected components.

11. GENERAL TERMS

- 11.1 Insurance.** Contractor carries general liability insurance and workers' compensation coverage as required by law; a certificate is available on request.
- 11.2 Limitation of liability.** Contractor's total liability under this Agreement will not exceed the amount Customer paid under it in the twelve months before the claim, except for bodily injury or property damage caused by Contractor's negligence, and except where the law does not allow such a limit. Neither party is liable for indirect or consequential damages, including lost income, spoiled food, or temporary lodging.
- 11.3 Force majeure.** Neither party is responsible for delay caused by events beyond its reasonable control, including severe weather, utility outages, supplier delays, or government action. Visits delayed by such events will be rescheduled and are not forfeited.
- 11.4 Entire agreement and changes.** This document is the entire agreement between the parties and may be changed only in writing signed by both.
- 11.5 Assignment.** Contractor may use qualified subcontractors and remains responsible for their work. Customer may not assign this Agreement except as allowed by Section 9.5.
- 11.6 Governing law and disputes.** This Agreement is governed by the laws of the State of _____. Disputes will be resolved by: ☐ mediation, then court ☐ binding arbitration in _____ ☐ court in _____ County.
- 11.7 Notices.** Notices must be in writing and delivered by hand, mail, or email to the contacts in Sections 1 and 2.
- 11.8 Severability.** If any provision is unenforceable, the rest remains in effect.

12. SIGNATURES

Each party has read this Agreement, including the covered tasks in Section 5, the exclusions in Section 7, and the renewal and cancellation terms in Section 9, and agrees to its terms.

CONTRACTOR

CUSTOMER

Signature

Signature

Printed name and title

Printed name

Date

Date

AUTOMATIC PAYMENT AUTHORIZATION

Complete only if automatic payment was selected in Section 8.2

I authorize the Contractor named above to charge the account below for the plan amounts and schedule shown in Section 8, and for any repair charges I separately approve. This authorization stays in effect until I cancel it in writing with at least _____ days' notice.

Payment method: ☐ Credit / debit card ☐ Bank account (ACH)

Name on account _____

Card / account no. _____ Expiration _____

Security code _____ Routing no. (ACH) _____

Billing address _____

Amount authorized _____ Frequency _____

ACCOUNT HOLDER

RECEIVED BY (CONTRACTOR)

Signature

Signature

Printed name

Printed name

Date

Date

Store this page securely and separately from the signed Agreement. Do not retain the full card number or security code once the payment method is set up in your processor.

MAINTENANCE VISIT RECORD

One row per completed visit — keep with the Agreement

Visit	Date	Technician	System serviced	Findings / recommendations	Customer initials

Open recommendations declined or deferred by Customer