

RESIDENTIAL HVAC SERVICE AGREEMENT

One-time service, diagnostic, or repair work at a residential property

This Agreement is made on _____ (the "Effective Date") between the Contractor and the Customer identified below, and covers the one-time service or repair work described in Section 3.

1. CONTRACTOR

Company name _____

Contact name _____

Phone _____

Address _____

Email _____

License / Reg. No. _____

2. CUSTOMER AND SERVICE ADDRESS

Customer name(s) _____

Service address _____

City / State / ZIP _____

Phone _____

Email _____

Alt. contact _____

Billing address (if different) _____

☐ Customer is the owner of the property. ☐ Customer is a tenant or agent and has the owner's authority to order this work.

3. EQUIPMENT AND WORK TO BE PERFORMED

Equipment / system	Make	Model	Serial no.	Location

Reported problem

Work to be performed (scope)

Parts and materials to be supplied by Contractor

Qty	Part / material description	Unit price	Total

4. PRICE AND PAYMENT**Pricing method (check one):**

- ☐ Flat / fixed price for the scope in Section 3
 ☐ Time and materials at the rates below
☐ Diagnostic only — repair quoted separately after diagnosis
 ☐ Other: _____

Charge	Amount	Charge	Amount
Diagnostic / service call fee	\$	Labor — regular hours (per hour)	\$
Labor — after hours / weekend / holiday (per hour)	\$	Trip or mileage charge	\$
Parts and materials	\$	Permit fees	\$
Refrigerant (per lb)	\$	Disposal / haul-away	\$
Subtotal	\$	Sales tax (____ %)	\$
Deposit due at signing	\$	TOTAL ESTIMATE	\$

4.1 Estimate vs. final price. If pricing is time and materials or diagnostic-only, the amount above is an estimate, not a guaranteed total. The final invoice will reflect actual hours, parts, and materials.

4.2 Deposit. A deposit of \$_____ is due at signing. The balance is due _____ (on completion / within _____ days of the invoice date).

4.3 Accepted payment methods: ☐ Cash ☐ Check ☐ Credit card ☐ ACH / bank transfer ☐ Financing:

4.4 Late payment. Balances unpaid after _____ days accrue interest at _____ % per month (or the maximum allowed by law, whichever is less). Customer is responsible for reasonable collection and attorney fees permitted by law.

4.5 Returned payments. A fee of \$_____ applies to any returned or declined payment.

5. ADDITIONAL WORK AND CHANGE ORDERS

5.1 If Contractor finds conditions or failures not covered by the scope in Section 3, Contractor will stop, inform Customer, and provide a price before continuing.

5.2 No additional work will be performed and no additional charge will apply unless Customer authorizes it in writing on the Change Order form on the last page, or by another written method the parties agree to (text or email confirmation counts as writing).

5.3 Contractor may perform work beyond the scope without prior written approval only where an immediate hazard exists (such as a gas leak, electrical hazard, or active water damage) and only to the extent needed to make the condition safe. Customer will be notified as soon as practical.

6. SCHEDULING, ACCESS, AND SITE CONDITIONS

Scheduled date _____ Arrival window _____

Estimated duration _____ Access method _____

- 6.1** Customer will provide safe, clear, and unobstructed access to the equipment, the electrical panel, and the work area, along with water and electric power as needed.
- 6.2** Customer will secure pets and remove or protect personal property in and around the work area.
- 6.3** If Contractor arrives as scheduled and cannot access the property or begin work for reasons outside Contractor's control, a return-trip charge of \$_____ may apply.
- 6.4** Either party may reschedule with at least _____ hours' notice. Cancellation by Customer with less than _____ hours' notice may incur a fee of \$_____.
- 6.5** Contractor will leave the work area broom-clean and remove its own debris. Contractor is not responsible for restoring finishes (drywall, paint, tile, landscaping) disturbed where access was required, unless stated in Section 3.

7. WARRANTY

Labor warranty _____ Parts warranty _____

- 7.1 Labor.** Contractor warrants its workmanship for _____ days/months from the date the work is completed. Contractor will correct defective workmanship within that period at no charge for labor.
- 7.2 Parts.** Parts and equipment carry only the manufacturer's warranty, which passes through to Customer. Contractor is not the manufacturer and makes no separate warranty on parts.
- 7.3 Exclusions.** The warranty does not cover: normal wear; failure to perform routine maintenance or filter changes; damage from power surges, lightning, flooding, freezing, pests, or corrosion; improper use or settings; work, parts, or modifications by others; pre-existing conditions of ductwork, refrigerant lines, drains, electrical supply, or structure; or conditions Customer declined to have repaired.
- 7.4** The warranty is void if the balance due under this Agreement remains unpaid.
- 7.5** Except as stated in this Section, Contractor disclaims all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, to the extent permitted by law.

8. CUSTOMER ACKNOWLEDGMENTS

- 8.1 Repair vs. replacement.** Repairing older equipment may not restore full efficiency or reliability, and additional components may fail afterward. Contractor has explained the condition of the equipment and Customer elects to proceed with repair.
- 8.2 Refrigerant.** Systems using discontinued or phased-out refrigerant may be costly or impossible to recharge. Refrigerant is recovered and handled per EPA requirements; leak repair is quoted separately.
- 8.3 Pre-existing conditions.** Contractor is not responsible for pre-existing code violations, undersized or damaged ductwork, inadequate electrical supply, or structural defects, and is not responsible for correcting them unless included in Section 3.
- 8.4 Hazardous materials.** If asbestos, mold, lead, vermiculite, sewage, or other hazardous material is found, Contractor will stop work and notify Customer. Remediation is not included in this Agreement, and time lost is not Contractor's responsibility.
- 8.5 Permits.** ☐ Contractor will obtain required permits and include the cost in Section 4. ☐ Customer will obtain permits. ☐ No permit required for this work.

9. LIABILITY

- 9.1** Contractor carries general liability insurance and workers' compensation coverage as required by law. A certificate is available on request.
- 9.2** Contractor's total liability arising out of this Agreement will not exceed the total amount Customer paid under it, except for claims of bodily injury or property damage caused by Contractor's negligence, and except where the law does not allow such a limit.
- 9.3** Neither party is liable to the other for indirect, incidental, or consequential damages, including lost income, spoiled food, temporary lodging, or loss of use.

9.4 Neither party is responsible for delay or failure caused by events beyond its reasonable control, including severe weather, utility outages, supplier or shipping delays, labor shortages, or government action.

10. CANCELLATION

10.1 Customer's right to cancel. Customer may cancel this Agreement without penalty or obligation within _____ business days of signing by delivering written notice to Contractor at the address in Section 1. Any deposit will be refunded within _____ days. Additional or longer cancellation rights may apply under state or local law, and nothing here waives them.

10.2 After work begins. If Customer cancels after work has begun, Customer will pay for labor performed, parts installed, and non-returnable parts ordered, plus any restocking fee actually charged to Contractor.

10.3 Cancellation by Contractor. Contractor may cancel and refund any unearned deposit if the site is unsafe, required parts are unavailable, or the work found is materially different from what was described.

11. GENERAL TERMS

11.1 Entire agreement. This document, including any attached scope or estimate and any signed change order, is the entire agreement between the parties and replaces prior discussions, quotes, and understandings.

11.2 Changes. Any change must be in writing and signed or confirmed by both parties.

11.3 Assignment. Customer may not assign this Agreement without Contractor's written consent. Contractor may use qualified subcontractors and remains responsible for their work.

11.4 Governing law. This Agreement is governed by the laws of the State of _____, without regard to conflict-of-law rules.

11.5 Disputes. The parties will first try to resolve any dispute directly. If that fails, the dispute will be resolved by: ☐ mediation, then court ☐ binding arbitration in _____ ☐ court in _____ County.

11.6 Notices. Notices must be in writing and delivered by hand, mail, or email to the contacts listed in Sections 1 and 2.

11.7 Severability. If any provision is held unenforceable, the rest of the Agreement remains in effect.

11.8 Photographs. ☐ Customer permits Contractor to photograph the work for records, warranty, and marketing. ☐ For records and warranty only. ☐ Not permitted.

12. SIGNATURES

Each party has read this Agreement, including the price in Section 4 and the warranty in Section 7, and agrees to its terms.

CONTRACTOR

Signature

Printed name and title

Date

CUSTOMER

Signature

Printed name

Date

CHANGE ORDER

Attach to the Residential HVAC Service Agreement above

Change order no. _____

Date _____

Agreement / job
reference _____

Condition found / reason for change

Additional work authorized

Additional parts / labor	Amount

	Amount
Original agreement total	\$
This change order	\$
Prior change orders	\$
NEW AGREEMENT TOTAL	\$

Change in completion time: _____ additional day(s) / hour(s).

CONTRACTOR

CUSTOMER — AUTHORIZED

Signature _____

Signature _____

Printed name _____

Printed name _____

Date _____

Date _____

COMPLETION AND ACCEPTANCE

Complete on the day work is finished

Work performed

Parts installed

System readings and test results

Reading	Before	After	Reading	Before	After
Supply / return temp split			Suction pressure		
Superheat			Head pressure		
Subcooling			Static pressure		
Amp draw — compressor			Amp draw — blower		
Gas pressure (in. w.c.)			CO in flue (ppm)		

Recommendations / items declined by Customer

Customer confirms the work described above was performed, the system was demonstrated in operating condition, and the work area was left in acceptable condition. Signing here does not waive the warranty in Section 7.

Date completed

Hours on site

Final amount due

Amount paid

TECHNICIAN

CUSTOMER

Signature

Printed name

Date

Signature

Printed name

Date