**HVAC SERVICE CONTRACT**

**I. The Parties**. This HVAC Service Contract (“Agreement”) made \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), is by and between:

**HVAC Provider**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“HVAC Provider”),

AND

**Client**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”),

HVAC Provider and Client are each referred to herein as a “Party” and, collectively, as the"Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the HVAC Providerto work under the terms and conditions hereby agreed upon by the Parties:

**II. Term**. The term of this Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ and terminate: (check one)

☐ - **At-Will**:Written notice of at least \_\_\_\_ days’ notice.

☐ -**End Date**: On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

☐ -**Other**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**III. The Service**. The HVAC Provider agrees to provide the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Hereinafter known as the “Service”.

HVAC Provider shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

**IV. Payment Amount**. The Client agrees to pay the HVAC Providerthe following compensation for theService performed under this Agreement: (check one)

☐ - $\_\_\_\_ / Hour

☐ - $\_\_\_\_ / Flat Rate

☐ - Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Hereinafter known as the “Payment Amount”.

**V. Payment Method**. The Client shall pay the Payment Amount: (check one)

☐ - After Each Service Request

☐ - Daily

☐ - Weekly

☐ - Bi-Weekly

☐ - Monthly

☐ - Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Hereinafter known as the “Payment Method”. The Payment Amount and Payment Method collectively shall be referred to as “Compensation”.

**VI. Retainer**. The Client is: (check one)

☐ - To pay a retainer in the amount of $\_\_\_\_\_\_\_\_\_\_ to the HVAC Provider as an advance on future Services to be provided ("Retainer"). (check one)

☐ - Retainer is Refundable.

☐ - Retainer is Non-Refundable.

☐ - Not required to pay a retainer before the HVAC Provider is able to commence work.

**VII. Inspection of Services**. Any Compensation shall be subject to the Client inspecting the completed Services of the HVAC Provider. If any of the Services performed by the HVAC Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the HVAC Provider, at which time the HVAC Provider shall promptly correct such work within a reasonable time.

**VIII. Return of Property**. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the HVAC Provider. Failure to do so may result in a delay in any final payment made by the Client.

**IX. Time is of the Essence**. HVAC Provider acknowledges that time is of the essence in regard to the performance of all Services.