

# HVAC CONTRACT

I. **THE PARTIES.** This HVAC Contract ("Contract") made on \_\_\_\_\_ is by and between:

Contractor: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ ("Contractor"), and

Client: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ ("Client").

The Contractor and the Client are each referred to herein as a "Party" and collectively as the "Parties."

WHEREAS the Client intends to pay the Contractor for Services provided, effective \_\_\_\_\_, under the following terms and conditions:

II. **SERVICES.** The Contractor agrees to provide the following: \_\_\_\_\_

Hereinafter known as the "Services."

The Contractor agrees that they shall comply with all policies, standards, and regulations, including local, State, and Federal laws in providing the Services.

III. **COMPENSATION.** In consideration for the Services provided, the Contractor is to be paid in the following manner: (check all that apply)

- **Per Hour.** \$\_\_\_\_ /hour.

- **Per Job.** \$\_\_\_\_\_ for the completion of the Services.

- **Other.** \_\_\_\_\_.

The Contractor agrees to be paid: (check one)

- **Completion of Work.**

- **Receipt of Invoice.**

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

IV. **METHODS OF PAYMENT.** The Contractor's acceptable methods of payment are as follows: (check all that apply)

- **Cash**

- **Check**

- **Credit Card**

- Venmo
- Other: \_\_\_\_\_

V. **LATE FEES.** If a payment due by the Client is not made within the requirements mentioned in Section IV, there will be: (check one)

- **No Late Fee.** There shall be no late fee due by the Client.
- **A Late Fee.** The Client will be charged: (check one)
  - **A Flat Fee.** The flat fee is equal to \_\_\_\_\_ for each day payment is late.
  - **Based on Interest.** Interest of \_\_\_\_% will be charged on the outstanding balance due for each month payment is late.

VI. **INSPECTION OF SERVICES.** If any of the Services performed by the Contractor pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Contractor, at which time the Contractor shall promptly correct such work within:

- **A specified period.** Defect must be corrected within \_\_\_\_\_ upon receipt of written notice.
- **A reasonable time.** Defect must be corrected within a reasonable time period.

Defects must be identified within a period of \_\_\_\_\_ after the completion of the Services, after which time the right to notify will expire.

VII. **LIABILITY INSURANCE (MINIMUM (\$) AMOUNT).** The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

The minimum amount (\$) for the Liability Insurance shall: (check one)

- Be a minimum amount of combined single limit of \$\_\_\_\_\_.
- Not have a minimum amount required.
- Neither party shall be required to maintain insurance.

VII. **TERMINATION.** This Agreement shall terminate upon the: (check one)

- Completion of the Services provided.
- Date of \_\_\_\_\_, 20\_\_\_\_.
- Other.

\_\_\_\_\_.

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

**VIII. OPTION TO TERMINATE.** The Client and Contractor shall: (check one)

- Have the option to terminate this Agreement at any time by providing \_\_\_\_\_ days' written notice.

- Not have the option to terminate this Agreement unless there is reasonable cause, as defined in Section VII.

**VII. MISCELLANEOUS.** The Contractor and the Client agree to the following:

- a. **Independent Contractor.** It is agreed that the Contractor will be considered an independent contractor for the purposes of this Contract, that they will maintain their own independent business and furthermore will use their own tools and equipment in fulfilling the Contract.
- b. **Taxes.** Any taxes due as part of the Contractor providing their Services in this Contract are the sole responsibility of the Contractor.
- c. **Additional Services.** Any additional services ("Additional Services") must be requested by the Client in writing and are subject to rejection by the Contractor should said request be impossible or inconvenient to meet. Should a request for Additional Services be accepted, the Client agrees to pay for any and all fees charged by the Contractor for such.
- d. **Damage to Equipment.** The Client will be responsible for any damage or loss to the Contractor's equipment due to misuse or theft by the Client or any guest of the Client and in the case of a force majeure event (including but not limited to fires, floods, inclement weather, and earthquakes).
- e. **Liability and Indemnification.** The Contractor will not be liable for direct, indirect, incidental, or consequential damages (including, but not limited to, damages for lost profits or increased expenses) with respect to any claim related to this Contract and the Services provided. The Client indemnifies and holds harmless the Contractor and any subcontractors working with the Contractor against all liability related to the Services from the date of commencement and on into the future. The Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the Contractor or its employees, agents, or subcontractors. Furthermore, the Contractor has the right to cancel, at any time and without notice, the Services mentioned in this Contract with no liability or obligation to the Client other than refunds of any Deposit or advanced payments made by the Client.

**VIII. SEVERABILITY.** Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this

Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

**IX. GOVERNING LAW.** This Contract shall be construed and governed in accordance with the laws located in the State of where the Services are performed.

**X. ADDITIONAL TERMS & CONDITIONS.** \_\_\_\_\_  
\_\_\_\_\_

**XI. ENTIRE CONTRACT.** This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

**XII. EXECUTION.** The Contractor and the Client each represent and warrant to the other that each person executing this Contract on behalf of each party is duly authorized to execute and deliver this Contract on behalf of that party.

The parties have duly executed this Agreement as of the date first written above.

**Contractor's Signature:** \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Client's Signature:** \_\_\_\_\_  
Print Name: \_\_\_\_\_