

[YOUR LOGO HERE]

HVAC Maintenance Contract

This HVAC Maintenance Contract (hereby referred to as the "Contract") is made and entered into on [Date] (hereinafter referred to as the "Effective Date"),

By and Between

[Client Company] (hereby referred to as the "Client"), with its registered office at [Address]; and

[Sender Company] (hereby referred to as the "Contractor"), with its registered office at [Address].

The Client and the Contractor shall be collectively referred to as "Parties" and individually as "Party".

WHEREAS the Client wishes to engage the Contractor for repairs or service to their HVAC system as described in this Contract and the Contractor agrees to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, as well as other goods and valuable consideration (the receipt and sufficiency of which are to be acknowledged), the Parties do hereby agree as follows.

Terms and Conditions

1. Services

The Contractor hereby agrees to perform the following heating, ventilation, and air conditioning services (hereinafter referred to as the "Services") for the Client's HVAC's system:

- Clean or replace the HVAC's system air filters;
- Clear clogs and clean drain lines to ensure proper flow;
- Clean evaporator coils and condensers;
- Replace worn pulleys and belts;
- Replace all filters;
- Check the refrigerant charge and for any possible leaks;
- Inspect ducts for dust, mold, or debris;
- [Add Services].

2. Payment

In consideration of the Services provided by the Contractor, the Client shall pay the sum of \$[0.00] to the Contractor (hereinafter referred to as the "Total Payment"). A refundable deposit of \$[0.00] shall be paid by the Client to the Contractor upon the signing of this Contract. The Contractor shall provide a [daily/weekly/monthly] invoice to the Client starting on the Effective Date. The Client shall make the payment to the Contractor within [number of days] days from the date of invoice. In case, the payments are not made in time, the Contractor may charge a late fee of \$[0.00].

3. Term

This Contract shall commence on the Effective Date and shall terminate on [End Date]. Time shall be of the essence of this Contract.

4. Maintenance and Inspection Schedules

Daily

Check for any complaints that are reported and troubleshoot them immediately.

Monitor AC systems of the critical facilities continuously and take action to repair them immediately.

General inspection of the AC system and rectification if any abnormality exists.

[Add more service]

Monthly

Clean condenser and evaporator coils.

Check and change the HVAC system's air filters.

[Add more service]

Quarterly

Inspect connection for any water leaks in the coil and connection.

Check and clean drain pan, condensate drain pipe, and floor drains to ensure no choking and flooding.

Check all types of air filters.

Check heater bank condition and repair it if any problem exists.

Inspect the condition of insulation materials and correct if required.

[Add more service]

Yearly

Check all motor amperage draws.

Connect gauges and check operating pressures.

[Add more service]

5. Access to Client's Premises

The Client agrees to provide the Contractor with sufficient access to the premises where Services are being performed on the date that work is scheduled.

6. Inspection

The Client reserves the right to inspect all work performed under this Contract. If the work performed by the Contractor is not in accordance with this Contract or does not match the Client's expectations, the Client may notify the Contractor in writing. At that time, the Contractor shall promptly correct such work within a reasonable time.

7. Condition of Premises

The Contractor agrees to keep the premises clean and orderly and to remove all debris from the premises as needed during work hours.

8. Use of Utilities

The Client shall allow the Contractor to use water and power of the premises, at no cost, to render the Services and execute the work.

9. Insurance

During the term of this Contract, the Contractor shall obtain and maintain all applicable insurance as required by any applicable law to cover its employees, property damage, or any third-party bodily injury arising from or in any way related to the Services or the site where the work is being performed. The Contractor's lack of insurance coverage shall limit any liability under this Contract.

10. Relationship of Parties

The Client is hiring the Contractor as an Independent Contractor under the scope of this Contract. The Client and the Contractor shall not establish any partnership or employer-employee relationship.

11. Termination

Either Party may terminate this Contract if any Party fails to perform any of its obligations under this Contract, and if such failure is not cured within **[number of days]** days (unless extended by the Party) after written notice to the Party at fault, the Parties shall be entitled to seek and obtain all remedies available to it in law.

12. Confidentiality

During the term, the Contractor shall not disclose any confidential information of the Client that is communicated to the Contractor in connection with the above-mentioned Services and such information

shall be held by them in strict confidence. This provision shall continue to be effective after the termination of this Contract.

13. Limitation of Liability

In no event shall either Party be liable to the other party or any third party for any damages or any special, indirect, or consequential damages, that might result from any part of this Contract such as, but not limited to, loss of profit, revenue, or failure in the delivery of Services.

14. Indemnification

The Contractor agrees to defend, indemnify, and hold the Client harmless from and against all claims, liabilities, losses, deaths, injury, damages, costs, and expenses, suffered or incurred by the Contractor arising from the Contractors' negligence in the performance of the Contract.

Acceptance and Signature

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

[Client Company]

[Sender Company]

[Client Signer Name]

[Sender Signer Name]

[Client Signer Signature]

[Sender Signer Signature]