HVAC SERVICE AGREEMENT

| This HVAC Service Agreement | (the "Agreement") is made effect | ive as of |
|---|--|---|
| | | Name], with its principal place of |
| business at | [Address] (the "Service Provi | der"), and |
| | | [Address] (the "Client"). |
| 1. Services | | |
| The Service Provider shall deliv | er the following HVAC services t | to the Client: |
| | - | vices to be delivered, e.g., installation |
| | replacement of heating, ventilation | |
| 2. Term and Termination | | |
| This Agreement starts on | [Start Date] and | l lasts for |
| | [Months/Years], unless ended | |
| Either party may terminate this written notice if the other party | Agreement for cause withseriously breaches this Agreemen | [Number] days' t and doesn't fix it within that time. |
| 3. Payment Terms | | |
| The Client will pay for the Serv | ices delivered an amount of \$ | [Amount] per |
| [Month/Hour/Project] to the Ser | vice Provider. | • |
| | [Frequency] | and payment is due within |
| [Number | er] days of the invoice date. | |
| | | |
| | | |

4. Equipment and parts

Any replacement parts or additional equipment required for service will be charged separately unless otherwise specified in writing.

5. Confidentiality

Each party agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the



prior written consent of the Parties, and not to use any Confidential Information for any purpose except as required in the performance of the Services. The Service Provider shall notify the Client immediately in the event of any loss or disclosure of any Confidential Information. 6. Limitation of Liability The Service Provider's total liability under this Agreement shall not exceed \$_____ [Amount]. 7. Indemnification The Service Provider agrees to protect and compensate the Client for any losses or damages caused by the Service Provider's negligence or breach of this Agreement. 8. Warranty The Service Provider warrants that all services performed will be free from defects in workmanship for _____ [Number] days following completion. Any defects must be reported within this period for remedy. 9. Severability If any provision of this agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which other provisions shall remain in full force and effect unless the removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled. 10. Governing Law This Agreement shall be governed under the laws in the State of 11. Additional Terms and Conditions



12. Entire Agreement

The Service Provider is an independent contractor and not an employee of the Client.

This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

| SERVICE PROVIDER NAME | CLIENT NAME |
|-----------------------|-------------|
| By | By |
| Name: | Name: |
| Date: | Date: |

