

RESIDENTIAL HVAC MAINTENANCE AGREEMENT

Agreement No.: [NUMBER] Date: [DATE]

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1. Parties and Property

Service Provider: [COMPANY NAME], a licensed HVAC contractor, License No. [STATE LICENSE NUMBER], of [BUSINESS ADDRESS], phone [PHONE], email [EMAIL] ("Company").

Customer: [CUSTOMER NAME], of [CUSTOMER ADDRESS], phone [PHONE], email [EMAIL] ("Customer").

Service Property: the residential property located at [PROPERTY ADDRESS] (the "Property"). This Agreement covers only the equipment listed in Section 2 at this Property.

2. Covered Equipment

#	Equipment Type	Brand & Model	Serial No.	Approx. Install Year	Location
1	[e.g., Gas furnace]	[BRAND / MODEL]	[SERIAL NO.]	[YEAR]	[LOCATION]
2	[e.g., Central A/C condenser]	[BRAND / MODEL]	[SERIAL NO.]	[YEAR]	[LOCATION]
3	[Add rows as needed]				

Company has inspected, or will inspect at the first visit, the condition of the Covered Equipment. Company may decline to cover equipment that is non-operational, unsafe, or at end of life at the time of the first visit; in that case Customer may cancel under Section 8 for a full refund of any unused amount.

3. Services Included

Company will perform two (2) scheduled maintenance visits per year on the Covered Equipment: one cooling-season visit (spring) and one heating-season visit (fall). Company will contact Customer to schedule each visit; Customer agrees to provide access to the Property and the Covered Equipment.

Spring visit – cooling tune-up checklist

- ☐ Inspect and clean condenser coil
- ☐ Check refrigerant charge and inspect for visible leaks
- ☐ Test capacitors, contactors, and electrical connections
- ☐ Inspect and flush condensate drain line; check drain pan
- ☐ Check blower motor amp draw and lubricate as applicable
- ☐ Test thermostat operation and calibration
- ☐ Replace or clean standard 1" air filter (customer-supplied or standard size provided by Company)
- ☐ Verify supply/return temperature differential
- ☐ Inspect ductwork connections at the air handler for visible leaks

Fall visit – heating tune-up checklist

- ☐ Inspect heat exchanger for cracks or corrosion
- ☐ Test ignition system and flame sensor; clean as needed
- ☐ Check gas pressure and inspect gas connections for leaks
- ☐ Test carbon monoxide levels at supply registers
- ☐ Inspect and clean burners
- ☐ Test safety controls and limit switches
- ☐ Check blower motor, belt (if applicable), and amp draw
- ☐ Test thermostat heating operation
- ☐ Replace or clean standard 1" air filter
- ☐ Inspect flue and venting for blockage or corrosion

After each visit, Company will provide Customer a written or electronic report of the work performed, the condition of the equipment, and any recommended repairs.

4. Membership Benefits

While this Agreement is active and paid current, Customer receives:

- **Priority scheduling.** Agreement customers are scheduled ahead of non-Agreement customers, with a target response of [e.g., 24–48] hours for no-heat/no-cool calls.
- **Repair discount.** [e.g., 10–15]% off standard labor and parts on repairs to Covered Equipment.
- **Waived diagnostic fee.** Company's standard diagnostic/trip fee of \$[AMOUNT] is waived [once per term / on all calls – choose one].
- **No overtime surcharge** on after-hours emergency calls for Covered Equipment [optional – delete if not offered].

Benefits apply only while this Agreement is active and paid current.

5. Price and Payment

The price of this Agreement is \$[ANNUAL PRICE] per year for the equipment listed in Section 2. [Optional: additional systems may be added for \$[AMOUNT] per system per year.]

Customer will pay (check one):

- ☐ **Annually:** \$[ANNUAL PRICE] due at signing and at each renewal.
- ☐ **Monthly:** \$[MONTHLY PRICE] per month, billed on the [DAY] of each month.

If a payment fails and is not cured within [e.g., 15] days of notice, Company may suspend benefits and visits until the account is current. Renewal prices may change with at least [e.g., 30] days' written notice before renewal.

6. Exclusions

This Agreement covers scheduled maintenance and the Section 4 benefits only. It is NOT a warranty, insurance policy, or repair plan. The following are not included:

- The cost of repairs, replacement parts, or refrigerant (billed separately at the Section 4 discounted rate)
- Equipment not listed in Section 2, including window units, portable units, humidifiers, and water heaters unless listed
- Ductwork repair or cleaning; specialty, media, or electronic air filters

- Repairs due to abuse, neglect, flood, fire, lightning, power surge, freezing, pest damage, or acts of nature
- Work required by code changes, remodels, or modifications made by anyone other than Company
- Equipment that was already non-operational at the first visit (see Section 2)
- Parts or labor covered by an active manufacturer's warranty (Company will assist with warranty claims where practical; processing fees may apply)

7. Term and Renewal

This Agreement begins on [START DATE] and runs for twelve (12) months. This Agreement (check one):

- ☐ **Renews automatically** for successive 12-month terms unless either party gives written notice of non-renewal at least [e.g., 30] days before the end of the current term. *Automatic renewal clauses are specifically regulated in many states – confirm your state's notice requirements with your attorney.*
- ☐ **Does not renew automatically.** Company will contact Customer before expiration to discuss renewal.

8. Cancellation

Either party may cancel this Agreement with [e.g., 30] days' written notice. If Customer cancels, Company will refund the unused prepaid amount, less the standard (non-Agreement) price of any visits already performed and the value of any benefits already used, calculated at standard rates. If Company cancels for reasons other than non-payment or unsafe conditions, Customer receives a pro-rata refund of any prepaid amount. Monthly-billed customers owe nothing after the notice period ends.

9. Limitation of Liability

Company will perform services in a professional, workmanlike manner consistent with industry standards. To the maximum extent permitted by law: (a) Company's total liability under this Agreement is limited to the amounts paid by Customer under this Agreement in the preceding twelve (12) months; (b) Company is not liable for indirect, incidental, or consequential damages, including loss of use, food spoilage, or property damage caused by equipment failure between visits; and (c) maintenance reduces but does not eliminate the risk of equipment failure, and Company does not guarantee that Covered Equipment will not fail. Nothing in this Agreement limits liability that cannot be limited by law, including liability for gross negligence or willful misconduct.

10. General

This Agreement is the entire agreement between the parties regarding its subject matter. It may be modified only in writing signed by both parties. It is governed by the laws of the State of [STATE]. If any provision is found unenforceable, the remainder stays in effect. Customer may not transfer this Agreement without Company's written consent; upon sale of the Property, Company will reasonably consider transferring the Agreement to the new owner.

11. Signatures

Company: [COMPANY NAME]

Customer

Signature
Name / Title: [NAME, TITLE]

Signature
Name: [CUSTOMER NAME]

Date

Date

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