

HVAC SERVICE CONTRACT

1. 1. Parties, Property, and Covered Equipment

This HVAC Service Contract (the "Contract") is entered into on [EFFECTIVE DATE] between [CUSTOMER NAME], located at [CUSTOMER ADDRESS] (the "Customer"), and [HVAC CONTRACTOR NAME], a [ENTITY TYPE] holding license number [LICENSE NUMBER] and [EPA CERTIFICATION REFERENCE] and located at [CONTRACTOR ADDRESS] (the "Contractor"). Service will be provided at [SERVICE ADDRESS] (the "Property"). The equipment covered by this Contract is: [COVERED EQUIPMENT, e.g., unit 1 — [BRAND] [MODEL] [SERIAL], [TONNAGE] ton split system air conditioner, installed [INSTALL YEAR]; unit 2 — [BRAND] [MODEL] [SERIAL], [BTU] gas furnace, installed [INSTALL YEAR]] (the "Covered Equipment"). Equipment not listed, including [EXCLUDED EQUIPMENT, e.g., window units, mini-splits added later, humidifiers, zone dampers, boilers, ductless heads, geothermal loops, and refrigeration], is not covered unless added by written amendment and inspected first.

2. 2. Service Plan Tier

The Customer selects the following plan: [PLAN TIER]. Basic plan: [BASIC PLAN DESCRIPTION, e.g., two seasonal maintenance visits per year, standard filter replacement at each visit, [BASIC DISCOUNT] discount on parts and labor, and standard scheduling]. Preferred plan: [PREFERRED PLAN DESCRIPTION, e.g., everything in Basic, plus priority scheduling ahead of non-plan customers, no overtime charge on after-hours diagnostic calls, [PREFERRED DISCOUNT] discount on parts and labor, and a waived diagnostic fee]. Premium plan: [PREMIUM PLAN DESCRIPTION, e.g., everything in Preferred, plus [INCLUDED REFRIGERANT, e.g., up to 2 pounds] of refrigerant per year, coil cleaning, condensate treatment, and a transferable plan credit toward replacement equipment]. The annual plan fee is [PLAN FEE] per unit, payable [PAYMENT SCHEDULE, e.g., annually in advance or monthly at [MONTHLY AMOUNT]]. The plan covers maintenance and the stated benefits only; repairs are billed separately at the discounted rate unless a repair coverage rider is attached.

3. 3. Seasonal Tune-Up Scope

The Contractor will perform [NUMBER OF VISITS, e.g., two] maintenance visits per plan year, scheduled in [COOLING VISIT WINDOW, e.g., March through May] and [HEATING VISIT WINDOW, e.g., September through November]. The cooling tune-up includes: [COOLING CHECKLIST, e.g., inspect and clean condenser coil, check refrigerant charge and superheat or subcooling, measure temperature split, test capacitors and contactors, inspect and tighten electrical connections, measure amp draw against nameplate, clear and treat the condensate drain, inspect the evaporator coil where accessible, verify thermostat operation and calibration, and replace the standard filter]. The heating tune-up includes: [HEATING CHECKLIST, e.g., inspect the heat exchanger for visible cracking, clean and test the burner assembly and igniter or pilot, verify gas pressure and combustion where applicable, test the flame sensor and safety controls, inspect the flue and venting, check blower operation and belt condition, verify temperature rise against nameplate, test the thermostat and safety limits, and replace the standard filter]. A written report of readings and recommendations is provided after each visit.

4. 4. Filters, Consumables, and Customer Responsibilities

Standard one-inch disposable filters are [INCLUDED / NOT INCLUDED] in the plan fee; media, high-efficiency, and electronic filters are billed at [FILTER PRICING]. The Customer is responsible for replacing filters between visits at the interval recommended by the Contractor, keeping the area around the indoor and outdoor equipment clear by at least [CLEARANCE DISTANCE, e.g., two feet], keeping vegetation and snow away from the outdoor unit and its base, keeping supply and return registers unobstructed, and operating the equipment within the design

conditions of the system. The Customer will provide safe access to the equipment, including attics, crawl spaces, mechanical rooms, and roof areas, and will secure pets during visits. Failure to maintain filters, clearance, or condensate drainage is a common cause of failure and is excluded from any repair coverage under this Contract.

5. 5. Priority Service, Response Times, and Emergency Calls

Plan customers receive priority scheduling ahead of non-plan customers. The Contractor will use commercially reasonable efforts to respond to a no-heat or no-cooling call within [RESPONSE TIME, e.g., 24 hours] during regular hours of [REGULAR HOURS] on [REGULAR DAYS], and within [EMERGENCY RESPONSE TIME] for a call the Contractor classifies as an emergency. Response times are targets and not guarantees; during extreme weather events, demand can exceed capacity and the Contractor will prioritize customers without heat or cooling, those with health-related needs, and situations involving a safety hazard. Diagnostic fees are [DIAGNOSTIC FEE], waived or discounted according to the plan tier. After-hours, weekend, and holiday service is billed at [AFTER-HOURS RATE] with a dispatch charge of [EMERGENCY TRIP CHARGE], subject to any plan benefit that reduces or waives the overtime portion.

6. 6. Repairs, Parts Pricing, and Authorization Limits

Repairs are not included in the plan fee unless a repair coverage rider is attached. Repairs are billed at [REPAIR LABOR RATE] per hour, or at the published flat-rate price book of the Contractor, less the plan discount stated in Section 2, plus parts at [PARTS PRICING, e.g., cost plus [MARKUP PERCENTAGE]]. The Contractor will not perform any repair exceeding [AUTHORIZATION THRESHOLD, e.g., \$250] without written or recorded verbal authorization from the Customer, other than a measure necessary to make the equipment safe. Where a repair exceeds [REPLACEMENT ADVICE THRESHOLD, e.g., 40 percent] of the cost of replacement equipment, the Contractor will present both the repair price and a replacement quote so the Customer can compare. Parts availability for discontinued equipment is not guaranteed, and the Contractor will advise if a part is obsolete or subject to an extended lead time.

7. 7. Refrigerant

Refrigerant is [INCLUDED UP TO [INCLUDED POUNDS] POUNDS PER YEAR / NOT INCLUDED] and, beyond any included amount, is billed at [REFRIGERANT PRICE PER POUND] per pound for [REFRIGERANT TYPE], plus recovery and evacuation labor. The Customer acknowledges that a system low on refrigerant has a leak, that adding refrigerant without repairing the leak is a temporary measure, and that applicable federal regulations govern the handling, recovery, and reclamation of refrigerants and restrict venting them to the atmosphere. Leak search is billed at [LEAK SEARCH RATE] and is not included in a tune-up. Retrofitting or converting a system to a different refrigerant is a separate quoted project. The Customer further acknowledges that refrigerants are subject to production phasedowns and that pricing and availability of legacy refrigerants such as R-22 can change substantially between visits.

8. 8. Term, Renewal, and Cancellation

This Contract begins on [START DATE] and continues for an initial term of [INITIAL TERM, e.g., 12 months]. It renews automatically for successive [RENEWAL TERM] periods unless either Party gives written notice of non-renewal at least [NON-RENEWAL NOTICE, e.g., 30 days] before the end of the current term. The Contractor will send a renewal notice at least [RENEWAL NOTICE PERIOD, e.g., 45 days] before renewal stating the plan fee for the coming term; a fee increase takes effect only if disclosed in that notice. The Customer may cancel at any time on [CANCELLATION NOTICE, e.g., 30 days] written notice and will receive a refund of the unused portion of the plan fee, calculated by deducting the undiscounted retail value of any maintenance visits and benefits already used from the amount paid. Plan benefits, including discounts and priority service, end on

cancellation. The plan may be transferred to a new owner of the Property with written notice to the Contractor.

9. 9. Payment Terms

The plan fee is payable [PLAN PAYMENT TERMS, e.g., in full at signing, or monthly by automatic payment on the [DAY] of each month]. Repairs, parts, refrigerant, and after-hours charges are invoiced separately and due within [PAYMENT TERM, e.g., 15 days] of the invoice date. Amounts unpaid after the due date accrue interest at [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less. If the plan fee or an invoice is more than [SUSPENSION TRIGGER, e.g., 30 days] past due, the Contractor may suspend plan benefits, including priority scheduling and discounts, until the account is current. If automatic payment is elected, the Customer authorizes recurring charges to the payment method on file and will keep that information current; a declined payment is subject to a fee of [RETURNED PAYMENT FEE]. Prices exclude any applicable sales tax.

10. 10. Equipment Warranty Conditions and Registration

The Customer acknowledges that most manufacturer warranties on heating and cooling equipment require registration within a limited period after installation and documented annual maintenance by a qualified contractor, and that failure to meet those conditions can reduce the warranty term or void coverage entirely. The Contractor will document each maintenance visit and, on request, provide records supporting a warranty claim. Where the Contractor installed the Covered Equipment, it will confirm registration and provide the registration number. Manufacturer warranties typically cover parts only; the labor to diagnose and install a warranty part is billed under this Contract unless a labor warranty is separately in force. The Contractor will process warranty part claims on behalf of the Customer at [WARRANTY HANDLING FEE, IF ANY] and is not responsible for delays, denials, or shipping times attributable to the manufacturer.

11. 11. Exclusions

This Contract does not cover: replacement of the Covered Equipment or major components except as separately quoted; ductwork repair, replacement, sealing, or cleaning; refrigerant line set replacement; electrical work beyond the equipment disconnect; gas piping beyond the appliance connection; condensate drain lines beyond the primary trap and accessible run; thermostats or controls supplied by others; indoor air quality accessories not listed as Covered Equipment; damage from power surges, lightning, flooding, freezing, pests, corrosion from coastal or chemical exposure, or improper prior installation; failures caused by neglected filters, blocked returns, or obstructed outdoor units; equipment operated outside its design conditions; and any work required by a change in code or regulation. Diagnosis of a system that has been serviced or modified by others may require an inspection and a written condition report before the Contractor will accept it under a plan.

12. 12. Insurance, Licensing, and Liability

The Contractor holds the license identified in Section 1, employs technicians certified under applicable federal refrigerant handling rules, and will maintain commercial general liability insurance of at least [GENERAL LIABILITY LIMIT, e.g., \$1,000,000 per occurrence], automobile liability, and workers compensation coverage at statutory limits, and will provide certificates on request. The Contractor is responsible for damage caused by its own negligence or defective workmanship. The Contractor is not liable for indirect or consequential damages, including lost rent, business interruption, spoiled goods, damage from a system that fails between visits, or the cost of temporary heating or cooling. The total liability of the Contractor under this Contract will not exceed the greater of the amounts paid by the Customer under it in the prior twelve months or the applicable insurance limits, except for claims arising from bodily injury or willful misconduct. Carbon monoxide detection is the responsibility of the Customer; the Contractor will report any unsafe condition it observes and may lock out equipment it determines to

be unsafe to operate.

13. 13. Governing Law, Dispute Resolution, and General Provisions

This Contract is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules. The Parties will attempt to resolve any dispute informally and then through mediation in [MEDIATION LOCATION] before filing suit in the courts of [VENUE COUNTY AND STATE], with the prevailing Party entitled to reasonable attorney fees. This Contract is the entire agreement regarding the services described and replaces prior quotes, brochures, and verbal arrangements; amendments must be in writing and signed or confirmed in writing by both Parties. Neither Party may assign this Contract without written consent, except that the Contractor may assign it to a successor acquiring substantially all of its business, and the Customer may transfer it with the Property as provided in Section 8. If any provision is unenforceable, the remainder stays in effect. Neither Party is liable for failure to perform caused by events beyond its reasonable control.

14. 14. Signatures

By signing below, both Parties confirm they have read this Contract, understand the plan tier and its exclusions, and agree to be bound as of the Effective Date. CUSTOMER: [CUSTOMER NAME]. Signature:

_____. Printed Name: [CUSTOMER SIGNER NAME]. Date: [DATE]. CONTRACTOR:

[HVAC CONTRACTOR NAME]. Signature: _____. Printed Name: [CONTRACTOR SIGNER NAME]. Title: [TITLE]. License Number: [LICENSE NUMBER]. Date: [DATE]. This Contract may be executed in counterparts, and electronic signatures have the same effect as original signatures.

15. Disclaimer

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