FREE EDITABLE TEMPLATE

Commercial HVAC Preventive Maintenance Agreement

A practical starting point for recurring commercial preventive-maintenance services

Effective date	[DATE]
Customer	[LEGAL CUSTOMER NAME], [ADDRESS] ("Customer")
Service Provider	[LEGAL PROVIDER NAME], [ADDRESS], license no. [LICENSE] ("Provider")

IMPORTANT	Replace every bracketed field. This template is general information, not legal advice or a warranty. Commercial contract, licensing, lien, insurance, tax, and consumer-protection rules vary. Have qualified local counsel review the completed agreement before either party signs.

1. Locations and covered equipment

Provider will perform the services in this agreement at [SERVICE ADDRESS OR ATTACHMENT A]. The equipment covered is listed in Attachment A - Equipment Schedule. Each listed asset must include its location, manufacturer, model, serial number, capacity or size where relevant, and any known operating limitation. Equipment not listed in Attachment A is excluded unless both parties approve it in writing.

2. Term and renewal

The initial term begins on [START DATE] and ends on [END DATE]. It [DOES / DOES NOT] renew automatically for successive [TERM] periods. Either party may stop renewal by giving [NUMBER] days' written notice before the current term ends. Changes to scope, price, or equipment require a written change order signed by both parties.

3. Included preventive-maintenance services

Provider will complete [MONTHLY / QUARTERLY / SEMIANNUAL] planned visits and the task list in Attachment B - Planned-Service Checklist. The checklist should identify the actual work for the covered equipment, which may include visual inspection, filter service, belt and electrical-connection inspection, condensate-drain inspection, control checks, and cleaning where appropriate and permitted by manufacturer instructions.

After each visit, Provider will give Customer a service report stating the date, assets serviced, work completed, readings or observations, deficiencies, recommendations, photos if agreed, and technician name. Customer will provide reasonable access to equipment, safe working conditions, and a site contact for approvals.

4. Exclusions and additional work

Unless this agreement expressly says otherwise, the recurring price does not include replacement parts, refrigerant, major repairs, diagnostic work outside a planned visit, controls upgrades, equipment replacement, permits, crane or lift costs, remediation of hazardous materials, or work caused by abuse, vandalism, utility failure, fire, flood, or other events outside Provider's control.

Provider must obtain Customer's written approval before performing excluded work expected to exceed $[APPROVAL LIMIT], except where Customer gives emergency authorization under Section 6. Approved extra work will be billed at [RATE / PRICE BASIS], plus [PARTS MARKUP OR COST BASIS], taxes, and other disclosed charges.

5. Price and payment

Customer will pay $[AMOUNT] per [MONTH / QUARTER / YEAR / VISIT], plus applicable taxes. Provider will invoice [IN ADVANCE / AFTER EACH VISIT / MONTHLY], and payment is due [NUMBER] days after invoice date. State any agreed late fee, maximum permitted by law, and any deposit or annual prepayment here: [TERMS].

6. Service requests and emergency work

For non-routine requests, Customer should contact [PHONE / EMAIL / PORTAL]. The parties agree to the following target response windows, which are service expectations rather than guarantees unless local law and the signed agreement state otherwise: critical loss of heating or cooling for [TIME], reduced capacity or safety concern for [TIME], and non-critical request for [TIME]. After-hours, weekend, and holiday rates are [RATE OR MULTIPLIER].

7. Safety, access, licenses, and insurance

Provider will maintain the licenses, training, and insurance required for the work it performs. Customer will disclose known site hazards and applicable site rules before work begins. Provider may pause work where conditions are unsafe or access is unavailable. The parties will follow applicable refrigerant-handling, environmental, building, and workplace-safety requirements; responsibility for permits and code-required upgrades is [CUSTOMER / PROVIDER / AS STATED IN AN APPROVED CHANGE ORDER].

8. Warranty, liability, and records

Provider warrants only the labor and materials expressly stated here: [WARRANTY TERMS]. Manufacturer warranties remain subject to their own terms. Neither party should use this template to waive rights that cannot legally be waived. Liability limits, indemnity, dispute-resolution, lien, and insurance-certificate requirements should be completed by qualified local counsel for the specific project and jurisdiction.

9. Termination

Either party may terminate for material breach if the breach is not cured within [NUMBER] days after written notice, subject to applicable law. Either party may terminate without cause with [NUMBER] days' written notice. Customer remains responsible for fees for completed services, approved work, and non-cancellable costs incurred before termination.

10. Entire agreement and signatures

This agreement and its signed attachments are the complete agreement about the preventive-maintenance services. The parties may sign electronically where permitted by law.

Customer	**Service Provider**
Authorized signature: _____	Authorized signature: _____
Name/title: _____	Name/title: _____
Date: _____	Date: _____

Attachment A - Equipment Schedule

List every covered asset. Add rows as needed. Equipment not listed here is excluded unless added by signed change order.

Asset ID	Location	Equipment / manufacturer	Model	Serial no.	Service frequency	Notes / exclusions
[001]	[ROOF / SUITE]	[EQUIPMENT]	[MODEL]	[SERIAL]	[QUARTERLY]	[NOTES]
[002]	[LOCATION]	[EQUIPMENT]	[MODEL]	[SERIAL]	[FREQUENCY]	[NOTES]

Site and access notes

Service address:

_____

Site contact:

_____

Access hours / requirements:

_____

Known hazards / site rules:

_____

Attachment B - Planned-Service Checklist

Confirm each task against the covered equipment, manufacturer instructions, site conditions, and agreed service frequency. Mark excluded tasks as NO and explain them in the findings column.

Task	Included?	Frequency	Completion / findings
Inspect unit condition, guards, panels, and accessible wiring	[YES / NO]	[FREQUENCY]	[NOTES]
Inspect or replace filters	[YES / NO]	[FREQUENCY]	[FILTER SIZE / NOTES]
Inspect belts, bearings, motors, and electrical connections	[YES / NO]	[FREQUENCY]	[READINGS / NOTES]
Inspect condensate drain and accessible coils	[YES / NO]	[FREQUENCY]	[CLEANING / NOTES]
Check controls, thermostat, and operating sequence	[YES / NO]	[FREQUENCY]	[NOTES]
Record deficiencies and obtain approval for extra work	[YES]	[EACH VISIT]	[APPROVAL REF.]
[ADDITIONAL TASK]	[YES / NO]	[FREQUENCY]	[NOTES]
[ADDITIONAL TASK]	[YES / NO]	[FREQUENCY]	[NOTES]

Visit record

Visit date	Technician	Assets serviced	Customer acknowledgment

Final review before signing

Review item	Complete?	Notes
All bracketed fields replaced	[YES / NO]	
Equipment schedule matches site walk-through	[YES / NO]	
Included tasks, exclusions, and visit frequency confirmed	[YES / NO]	
Extra-work pricing and approval limit confirmed	[YES / NO]	
Licenses, insurance, and local legal review completed	[YES / NO]	