

Commercial HVAC Maintenance Contract

This contract is between **[Company Name]** ("we", "us", "the Contractor") and the customer named below ("you", "the Customer"). It covers the heating, cooling and ventilation equipment listed in Section 1 at the site(s) listed there, for the term and the coverage level shown on this page.

Contractor	[Company Name] · License # [License Number] · [Street Address, City, State ZIP] · [Phone] · [Email] · Service line: [Phone]
Customer	[Legal Business Name] · [Entity type, e.g. LLC] · [Billing Street Address, City, State ZIP]
Billing contact	[Name] · [Title] · [Phone] · [Email] · PO number required on invoices: ☐ Yes, PO # [Number] ☐ No · Tax-exempt certificate on file: ☐ Yes ☐ No
Site contact	[Name] · [Phone] · [Email] · Access hours: [Days and hours]
Coverage level	☐ A. Preventive maintenance only (Section 2.2, the default) ☐ B. Preventive maintenance plus repair labor ☐ C. Full coverage, parts and labor (needs the Appendix C inspection)
Visit cadence	Scheduled visits per unit per year: ☐ 2 (spring and fall startups) ☐ 4 (quarterly) ☐ Other: [Number] · Filter changes: ☐ At each visit ☐ Monthly ☐ Every 2 months ☐ Customer changes filters between visits
Term	Starts [Start Date] and runs 12 months to [End Date]. Renews under Section 9.
Annual fee	\$(Amount) per year for the units listed in Section 1, priced per unit in Appendix A. Invoiced ☐ annually in advance ☐ quarterly in advance ☐ monthly
Payment terms	Net 30 from the invoice date, by ☐ check or ACH ☐ card or bank account on file (autopay, Section 6.4)

1. Sites and covered equipment

1.1 Sites. Each site where covered equipment sits, with how our technicians get in and up.

Site	Address	Access hours	Roof and mechanical room access	Site contact
1				
2				

Roof access: interior hatch, fixed ladder, exterior ladder, lift required. Note where keys, alarm codes or an escort are needed.

1.2 Covered units. This contract covers only the units in this table. One row per unit. A unit not listed here is not covered, even if it sits on the same roof.

#	Site	Unit tag	Type	Make	Model	Serial	Tons	Filters (size x qty)	Belts	Notes
1										
2										
3										
4										
5										
6										

Type: RTU (packaged rooftop unit), split system, heat pump, air handler, ductless mini split, make-up air unit, exhaust fan, unit heater. Unit tag: the label on the unit or the roof plan (RTU-1, AHU-2). Notes: location on the roof or in the building, refrigerant type and charge, access quirks. Fill in filters, belts and refrigerant charge at the first visit from the nameplate and the filter rack, so every later visit arrives with the right parts on the truck. Attach more rows on a second sheet if needed.

2. What this contract covers

2.1 Coverage is per listed unit. The visits, reports, response targets and contract rates in this document apply only to the units in Section 1. Chillers, boilers, cooling towers, refrigeration, kitchen exhaust hoods and any unit over **[25]** tons are covered only if they are listed in Section 1 with their own price in Appendix A.

2.2 Coverage levels. Only the level checked on page 1 applies.

- **A. Preventive maintenance only** (the default). The scheduled visits in Section 3, a

service report per unit per visit, the response targets in Section 4, and repairs at the contract rates in Appendix A. Repairs are quoted and billed separately.

- **B. Preventive maintenance plus repair labor.** Everything in A, plus the labor to diagnose and repair covered units during business hours at no extra charge. Parts are billed at the Appendix A rate. Requires the Appendix C inspection before the start date; units older than **[15]** years are covered under B only if Appendix C lists them as accepted.
- **C. Full coverage.** Everything in A and B, plus parts for the components Appendix C lists as covered. Compressors, heat exchangers and coils are excluded unless Appendix C says otherwise. Requires the Appendix C inspection, and the price in Appendix C reflects the age and condition of each unit.

2.3 Adding, removing or replacing units. Either of us can ask to add a unit at the per-unit price in Appendix A, or remove one, by email. We will send an updated Section 1 to confirm. A unit added part way through the term is billed for the months remaining. If you replace a listed unit, tell us and we update Section 1 at no charge; the new unit is covered from the date we update it.

2.4 Lease and authority. You confirm that you have the authority, under your lease or as the owner, to contract for maintenance of the listed units. If your lease requires a landlord-approved contractor, copies of service reports, or proof of an active maintenance contract, tell us and we will provide what your landlord needs.

3. Scheduled maintenance visits

3.1 Cadence. We perform the number of visits per unit per year checked on page 1, in these windows: **[January to February]**, **[April to May]** (cooling-season startup), **[July to August]**, and **[October to November]** (heating-season startup). On a two-visit plan, only the spring and fall startups apply. Filter changes follow the cadence checked on page 1.

3.2 What each visit includes. The task list follows the manufacturer's maintenance instructions for each unit and, as a minimum, ANSI/ASHRAE/ACCA Standard 180, the trade standard for inspecting and maintaining commercial building HVAC systems.

Task	Every visit	Spring startup	Fall startup	Once a year
Replace or clean filters per page 1; record sizes and quantities	X			

Task	Every visit	Spring startup	Fall startup	Once a year
Inspect belts for wear and tension; adjust; replace when worn	X			Replace
Check blower, motors and bearings; lubricate where fitted; record motor amps	X			
Check condensate drains, traps and pans; clear and treat	X			
Inspect electrical connections, contactors, capacitors and relays; tighten; record voltages	X			
Check thermostat or controller setpoints and schedules against the site's written settings (checking, not reprogramming)	X			
Check economizer dampers, actuators and linkages; verify minimum outdoor air position		X	X	
Clean condenser coils; inspect evaporator coils where accessible		X		Deep clean
Check refrigerant pressures, superheat and subcooling; record; report suspected leaks		X		
Inspect heat exchanger where accessible; check burners, ignition, flame sensor, gas pressure, venting and safety controls			X	
Test heat pump defrost cycle and auxiliary or electric heat			X	
Check exhaust fans and make-up air units listed in Section 1: belts, bearings, dampers, interlocks	X			
Inspect cabinet, panels, curb, flashing and supports; report roof conditions seen around the unit	X			
Annual equipment condition summary with				X

Task	Every visit	Spring startup	Fall startup	Once a year
replacement recommendations				

3.3 Service reports. After each visit we email a written report per unit to the site contact and the billing contact within **[2]** business days: the tasks done, the readings taken, photos of anything we found, and a quote at the contract rate for any repair we recommend. Once a year we send the equipment condition summary. Reports are yours to share with your landlord, insurer or buyer.

3.4 Scheduling and access. We propose dates for each visit window at least **[10]** business days ahead, by email to the site contact; you confirm access. If we arrive on a confirmed date and cannot reach the units, we bill a return trip at the Appendix A rate and offer a new date. A visit we fail to schedule is made up within 30 days at no charge. A visit that could not happen because access was not available on two offered dates is recorded as offered, and the annual fee is not reduced for it.

3.5 Filters and belts. Standard filters and belts are ☐ included in the annual fee ☐ billed at the Appendix A prices, installed. Non-standard filters (4-inch pleated, HEPA, custom sizes) and specialty belts are quoted and billed separately.

4. Repairs and breakdown calls

4.1 How to reach us. Call or text **[Phone]**, email **[Email]**, or after hours call **[After-hours Phone]**.

4.2 Response targets. For a no-cooling, no-heating or water-leak call at a covered site during business hours (**[Monday to Friday, 7 am to 5 pm]**), we schedule you ahead of customers without a contract and aim to have a technician on site within **[1]** business day. After hours, we call back within **[2]** hours and dispatch at the after-hours rate if you ask us to. These are scheduling commitments, and we will tell you the earliest time we can honestly offer. They are not a guarantee with penalties. If you need a guaranteed response time with service credits, it must be written into Appendix A with its own price.

4.3 Contract rates. While this contract is active and paid up, repairs on covered units are billed at the contract labor rates in Appendix A, the diagnostic and trip charge is waived during business hours, and parts are billed at the Appendix A discount. Under coverage B, covered repair labor during business hours is included; under coverage C, covered parts are included too, as set out in Section 2.2 and Appendix C.

4.4 Authorization. Repairs up to \$[500] may be approved on the spot by the site contact. Repairs above that need written approval (email counts) from the billing contact or a purchase order. Emergency work to stop water damage or remove a safety hazard may proceed up to \$[1,000] with a same-day notice to the billing contact.

4.5 Repair warranty. Parts carry the manufacturer's warranty. Our repair labor is warranted for [90] days.

5. Access, safety and site rules

5.1 Safe access. You provide safe access to every listed unit at the scheduled time: roof access that meets OSHA rules for our technicians (an interior hatch, a fixed ladder or a lift; we will not use damaged ladders or work near unprotected edges without fall protection), keys or an escort, and clear access to mechanical rooms and ceiling spaces. If a unit cannot be reached safely, we document it with photos, skip it, and reschedule once the access is fixed.

5.2 After-hours work. If your operation needs visits outside business hours, the after-hours premium in Appendix A applies to those visits.

5.3 Safety. Our technicians follow lockout and tagout procedures and your written site rules if you give them to us before the first visit. Your staff and tenants keep clear of units being serviced.

5.4 Roof and structure. We are not responsible for roof condition, leaks or membrane damage except where our negligence caused it. We report roof conditions we see around the units in the service report.

6. Price, invoicing and payment

6.1 Annual fee. The fee on page 1, invoiced on the schedule checked there. Sales tax is added where the law requires it; a tax-exempt certificate on file removes it.

6.2 Terms. Invoices are due net 30 from the invoice date. If you give us a purchase order number we print it on every invoice. A missing PO is not a reason to hold payment past net 30 unless page 1 says a PO is required.

6.3 Late payment. Balances more than 30 days past due carry a late charge of [1.5] percent per month, or the maximum the law allows, whichever is less. If an invoice is 60 days past due, we may pause scheduled visits and contract rates after a written notice giving you 10 days to pay. Paused visits are made up if the balance is paid within the contract year. Termination for non-payment is in Section 9.4.

6.4 Autopay option. ☐ You authorize us to charge the card or bank account on file for each invoice on its due date. We email the invoice at least **[10]** days before the charge. If a charge fails, we tell you by email the same day and retry once after 7 days. You can change the payment method at any time by contacting us. Card processing fees, if any, are shown on page 1.

6.5 Annual price adjustment. On each anniversary of the Start Date the annual fee changes by the 12-month change in the Consumer Price Index for All Urban Consumers (CPI-U, U.S. city average, all items, as published by the U.S. Bureau of Labor Statistics), with a floor of **[3]** percent and a cap of **[6]** percent, unless Appendix A sets a fixed percentage instead. We state the new fee in the renewal notice under Section 9.2 at least 45 days before the anniversary. There is no other mid-term price change except when units are added, removed or replaced under 2.3, or when you change the coverage level.

7. What is not included

- Under coverage A: repair parts and repair labor beyond the task list in 3.2. These are quoted and billed at the contract rates.
- Refrigerant beyond **[2]** pounds per unit per contract year, and leak repair. Refrigerant added is recorded on the service report by unit.
- Compressors, heat exchangers, coils, motors and other major components, unless Appendix C covers them under level C.
- Controls and building automation programming beyond checking setpoints and schedules. Sensor calibration, sequence changes and network work are quoted separately.
- Indoor air quality testing, duct cleaning, duct repair, water treatment and refrigeration equipment.
- Code upgrades, permits, engineering, and work required by a change in the law or by an inspector.
- Units not listed in Section 1, and work above **[25]** tons unless listed.
- Problems that existed before the first visit. We document them in writing at that visit, with photos, so both of us know where each unit started.
- Damage from power surges, storms, flooding, fire, vandalism, pests, loss of utilities, or work done by others.
- Equipment the manufacturer no longer supports with parts, once we have told you so in a service report.
- Crane, lift and scaffold rental needed to reach or replace equipment. Quoted

separately when needed.

8. Insurance, liability and indemnity

8.1 Our insurance. We carry commercial general liability insurance of at least \$[1,000,000] per occurrence and \$[2,000,000] aggregate, commercial auto insurance, and workers' compensation as the state requires. A certificate of insurance is available on request. On request we will add you, or your landlord, as an additional insured by endorsement; if our carrier charges for the endorsement we quote that charge first.

8.2 Your insurance. You keep property insurance on the building and the equipment.

8.3 Workmanship. We warrant the maintenance work we perform for [30] days. If a task was not done right, we come back and do it at no charge. We are responsible for damage to your property caused by our negligence.

8.4 Limits, both ways. Neither of us is liable to the other for lost profits, lost business, spoiled inventory or other indirect losses. Except for bodily injury, damage caused by our negligence or willful misconduct, and any case where the law does not allow the limit, our total liability under this contract is limited to the fees you paid us in the 12 months before the claim.

8.5 Indemnity, mutual. Each of us will defend and indemnify the other against third-party claims for bodily injury or property damage, to the extent those claims are caused by our own negligence or that of our employees and subcontractors.

8.6 Equipment failures. Maintenance reduces breakdowns; it cannot prevent every one. We are not responsible for the failure of a covered unit unless our negligence caused it.

9. Term, renewal and cancellation

9.1 Term. This contract runs for 12 months from the Start Date on page 1.

9.2 Renewal. This contract renews for successive 12-month terms unless either of us gives written notice of non-renewal at least 30 days before the end of the current term. At least 45 days before the end of each term, we send you a written renewal notice that states the end date, the deadline for cancelling, the annual fee for the next term under 6.5, and how to cancel. Where a state requires a specific method or timing for that notice (New York does; see Appendix B), we follow the state rule.

9.3 Cancellation by you. You may cancel at any time for convenience with 30 days written notice to the addresses on page 1. Visits already performed in the current term are re-priced at the single-visit rate in Appendix A if the annual fee was discounted for a full-year commitment, and

any prepaid fee above that amount is refunded within 30 days. There is no other cancellation fee.

9.4 Cancellation by us. We may cancel with 30 days written notice for convenience, refunding any prepaid fee for visits not yet performed; after a written 10-day cure notice for non-payment; or immediately if we cannot safely access or service the equipment and the access is not fixed within 30 days of our written notice.

9.5 Notices. Email to the addresses on page 1 counts as written notice, except where a state law requires certified mail or personal delivery. Tell us if your contacts change.

10. General terms

10.1 Sale of the property or change of tenant. If the property is sold or the tenant changes, this contract may transfer to the new owner or tenant for the rest of the term at the same terms, after a written transfer notice signed by you and the new customer. Otherwise, either of us may assign this contract only with the other's written consent, which will not be unreasonably withheld.

10.2 Subcontractors. We may use licensed subcontractors for specialty work (controls, crane service, refrigerant recovery) and we remain responsible for their work.

10.3 Changes. Changes to this contract must be in writing (email counts) and confirmed by both of us.

10.4 Whole agreement. This document, with Appendix A (prices), Appendix B (state notes) and Appendix C (coverage inspection, where used), is the whole agreement between us about maintenance of the listed units. If you ask us to sign your own vendor agreement, the document signed last controls where the two conflict. Repairs outside the coverage level are quoted and agreed separately.

10.5 Disputes and lien rights. If there is a problem, either of us contacts the other in writing first and allows 15 days to fix it. If that fails, either of us may take the matter to the courts of **[County, State]**. This contract is governed by the laws of the State of **[State]**. We keep our rights under state lien law for unpaid work on the property, and we send any preliminary notice the state requires.

Signatures

Contractor	Customer
Signed: _____ Name: [Name] Title: [Title] Date: [Date]	Signed: _____ Name: [Name] Title: [Title] Company: [Legal Business Name] Date: [Date] The signer confirms authority under Section 2.4.

Signing electronically (typed name, e-sign service, or an email reply of "I agree" attaching this document) counts as signing.

Appendix A: Prices

Example prices. Replace them with your own. They assume packaged equipment with normal roof access during business hours; add the after-hours premium for sites that need evening or weekend visits. Filters and belts are priced separately unless page 1 includes them.

Unit type	2 visits per year	4 visits per year	Single visit, no contract
Packaged rooftop unit or split system, up to 7.5 tons	[\$450] per year	[\$850] per year	[\$275]
Rooftop unit or split system, 8 to 15 tons	[\$650] per year	[\$1,200] per year	[\$375]
Rooftop unit, 16 to 25 tons	[\$900] per year	[\$1,700] per year	[\$500]
Ductless mini split, per indoor head	[\$150] per year	[\$275] per year	[\$125]
Exhaust fan, make-up air unit or unit heater	[\$120] per year	[\$220] per year	[\$110]

Item	Contract price
Standard 2-inch pleated filter, installed	[\$18] each (or included, per page 1)
Standard belt, installed	[\$45] each (or included, per page 1)
Repair labor, business hours	[\$125] per hour, one-hour minimum; diagnostic and trip charge waived
Repair labor, after hours, weekends and holidays	[\$190] per hour, two-hour minimum
Parts	[15] percent off list price
Refrigerant beyond the included amount	[\$Amount] per pound, by refrigerant type
Return trip when access was not available	[\$150]

Item	Contract price
After-hours premium on scheduled visits	[25] percent of the visit price
Coverage B (repair labor included)	Add [50] percent to the per-unit fee above, after the Appendix C inspection
Coverage C (parts and labor)	Quoted per unit by age and condition in Appendix C
Guaranteed response time with service credits	Not included. Quoted separately if required.
Fixed annual price adjustment (replaces the CPI formula in 6.5)	☐ [Percent] percent per year ☐ Not used

Pricing check before you fill this in: cost out one quarterly visit honestly (technician time including roof access, drive time, filters, report writing, truck) and multiply by four. If the annual fee barely covers that, the contract is a marketing cost that pays through repair work, and you should know that going in. Public benchmarks are on the template page at usedeepsel.com.

Appendix B: State notes (not legal advice)

General information to help you ask a local attorney the right questions. Not legal advice; laws change. Checked September 2026.

Automatic renewal and business customers

Most state automatic-renewal laws are written for consumers, and a business customer is usually outside them. New York is the exception that matters most for this contract. New York General Obligations Law section 5-903 covers any contract "for service, maintenance or repair to or for any real or personal property" that renews on its own for more than one month, and it applies to firms and corporations, not only individuals. The contractor must give the customer written notice of the renewal clause, served personally or by certified mail, at least 15 days and not more than 30 days before the customer's deadline to cancel. Without that notice, the renewal cannot be enforced against the customer. With the 30-day cancellation deadline in Section 9.2, that means mailing the renewal notice between 45 and 60 days before the end of the term, by certified mail. A few other states have business-contract notice rules of their own. Ask your attorney which apply where your sites are.

Late charges and interest

A late charge of 1.5 percent per month is the trade norm on commercial accounts and is enforceable in most states, but some states cap the interest a contractor can charge a business. Section 6.3 is written to charge the lower of the stated rate and the legal maximum. Confirm the cap in your state and put the number in.

Lien rights and preliminary notices

Most states let a contractor place a lien on the property for unpaid maintenance or repair work, and many require a preliminary notice to the owner (and sometimes the lender) at the start of the work or within a set number of days. When the customer is a tenant, the rules for reaching the landlord's property are stricter. Find out your state's notice deadline before the first invoice goes unpaid, not after.

Sales tax

Some states charge sales tax on commercial repair labor, on maintenance contracts, or on both. Ask your accountant which line items to tax and keep the customer's exemption certificate on file if they give you one.

Refrigerant records

Federal rules require certified technicians for refrigerant work and leak-repair and

record-keeping duties for larger systems. EPA's 2024 Emissions Reduction and Reclamation rule applies leak-repair and record-keeping duties to appliances holding 15 pounds or more of HFC refrigerant, starting January 1, 2026. Record the refrigerant type and charge size of each listed unit in Section 1, and every pound added on the service report, so both of us have the records.

Florida

Florida's service warranty statute (Florida Statutes 634.401), which regulates residential maintenance contracts of a year or longer, is written around consumer products, meaning property used mainly for personal, family or household purposes. A maintenance contract on a business's rooftop units is generally outside it. If you sell full coverage (level C) to businesses in Florida, confirm that with a Florida attorney before you sign.

When to pay a lawyer for an hour

- Before you offer coverage B or C to a business customer. You are taking on repair risk, and the exclusions need to fit your state and your equipment mix.
- Before you promise a guaranteed response time with service credits.
- Before your first auto-renewing contract in New York.
- Before you file a lien or send a preliminary notice.
- Before you sign a property manager's own vendor agreement. Those documents often carry one-sided indemnity and insurance clauses that shift their risk to you.

An hour of local review usually costs \$200 to \$400. One unpaid \$9,000 repair invoice, or one indemnity clause you did not read, costs more.

Appendix C: Coverage inspection (levels B and C only)

Complete before the Start Date when coverage level B or C is checked on page 1. One row per unit from Section 1. A unit not accepted here stays on level A.

#	Unit tag	Age (yrs)	Condition found at inspection	Accepted for B or C?	Components excluded for this unit	Price adder
1						
2						
3						
4						

Under level C, compressors, heat exchangers and coils are excluded unless written into the "components excluded" column as covered. Repairs recommended at the inspection must be completed before coverage starts, or listed here as excluded pre-existing conditions.

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Have a local attorney review before use.