

HVAC Maintenance Agreement

This agreement is between **[Company Name]** ("we", "us", "the Company") and the customer named below ("you", "the Member"). It covers the heating and cooling equipment listed in Section 1 at the service address below, for the plan year and plan tier shown here.

Company	[Company Name] · License # [License Number] · [Street Address, City, State ZIP] · [Phone] · [Email]
Member	[Member Full Name] · [Phone] · [Email]
Service address	[Street Address, City, State ZIP]
Billing address	☐ Same as service address ☐ Other: [Address]
Plan tier	☐ Bronze ☐ Silver ☐ Gold (tier details in Appendix A)
Plan year	Starts [Start Date] and ends [End Date]. Renews under Section 8.
Price	\$(Amount) per system per plan year, for [Number] covered system(s). Total: \$(Total) per plan year, or \$(Monthly Amount) per month.
Billing choice	☐ Monthly, charged to the card on file ☐ Annual, paid at signing

1. Covered equipment

This agreement covers only the systems listed in this table. Each system needs its own row. If a system is not listed here, it is not covered, even if it is in the same home.

#	Type	Make	Model	Serial	Location	Filter size(s)	UV bulb
1							
2							
3							
4							

Type: AC, furnace, heat pump, air handler, mini split. Location: attic, closet, garage, side yard. Fill the filter sizes and

UV bulb type at the first visit, from the nameplate and the filter rack, so the tech arrives at every later visit with the right parts on the truck.

2. What this agreement covers

2.1 Coverage is per system. The benefits in this agreement (maintenance visits, the repair discount, priority service) apply only to the systems listed in Section 1. They do not apply to other equipment at the same address.

2.2 Adding or removing a system. Either of us can ask to add a system at the per-system price on page 1, or remove one, by email or text. We will send you an updated Section 1 to confirm. A system added part way through the plan year is billed for the months remaining.

2.3 Replaced equipment. If you replace a listed system, tell us and we will update Section 1 at no charge. The new unit is covered from the date we update the schedule.

3. Included maintenance visits

3.1 Number of visits. Each plan year includes **[2]** maintenance visits per covered system: a cooling visit and a heating visit. Systems that only heat or only cool get the visit that applies to them, and the second visit is a general inspection.

3.2 Season windows. Cooling visits are scheduled between **[March 1]** and **[June 30]**. Heating visits are scheduled between **[September 1]** and **[December 31]**. We may offer dates outside these windows when our schedule allows.

3.3 What a visit includes. On each visit our technician will, as it applies to the system:

- Cooling: check refrigerant pressures and temperature split, clean or check the condenser coil, check the evaporator coil where accessible, clear and treat the condensate drain, check the capacitor and contactor, tighten electrical connections, check the blower and motor amps, check the thermostat, and replace or clean a standard filter you provide (or that your tier includes).
- Heating: inspect the heat exchanger where accessible, check the burners, ignition and flame sensor, check gas pressure and the venting, test safety controls, check the blower and motor amps, check the heat pump defrost cycle and auxiliary heat where fitted, check the thermostat, and replace or clean a standard filter.
- Both: a written report of what we found, with photos of anything we recommend you repair, and the price for that repair after your member discount.

3.4 Booking the visits. Getting each visit on the calendar is a shared job, and this section says

what each of us does:

- We will send you a booking link or a booking request by text or email at least **[3]** times during each season window, on different dates. We keep a log of each one.
- You can book at any time, without waiting for us, by calling or texting **[Phone]**, emailing **[Email]**, or using the booking link.
- Someone 18 or older must be home to give our technician access to the equipment. If you miss a confirmed appointment without telling us at least 24 hours ahead, that appointment counts as one of our booking offers under 3.4 and Section 4. We will still offer to rebook.

3.5 Rescheduling. If we need to move a confirmed appointment, we will offer you a new date within **[10]** business days. A visit we move does not count against you under Section 4.

4. When a paid visit expires

4.1 The rule. You paid for every visit in Section 3. A visit expires at the end of the plan year only if we made at least three documented booking offers during its season window (under 3.4) and the visit was still not booked.

4.2 If we made fewer than three offers. The unused visit carries over for 60 days into the next plan year. If you do not renew, you can still use it within 60 days after the plan year ends.

4.3 No cash refunds for unused visits. Visits are not refunded in cash at the end of the plan year. If you cancel mid-year, Section 8 says what is refunded.

5. Repair discount

5.1 The discount. You get **[10]**% off our standard price for repair parts and labor on covered systems while this agreement is active and paid up. The discount shows as a line on each invoice.

5.2 What it does not cover. The discount does not apply to a full system replacement, to indoor air quality add-ons, to duct work, or to anything priced as a quoted project, unless your tier in Appendix A says otherwise.

5.3 Discounts you already received. Discounts we already gave you stay given. The one exception: if you cancel this agreement within 90 days of a discounted repair, we may add the discount amount on that repair back to your final bill, up to **[\$Cap]**. We will show that amount on the final invoice.

6. Priority service

6.1 What it means. When you call for a repair, we schedule you ahead of non-members. Priority is a place in line. It is not a guaranteed response time.

6.2 What it does not mean. During heat waves and cold snaps we may still be booked out for days. We will tell you the earliest time we can honestly offer, and we will tell you if that changes.

6.3 Diagnostic fee. ☐ Diagnostic fee waived during business hours ☐ Diagnostic fee waived at all hours ☐ Not included in this tier. After-hours rates: \$[Amount].

7. Price and payment

7.1 What you pay. The price on page 1, per covered system, for the plan year. Tax is added where the law requires it.

7.2 Monthly billing (card on file). If you chose monthly billing, we charge \$[Monthly Amount] to your card or bank account on file on the [Day] of each month. By signing, you authorize us to charge the payment method on file for the amounts and on the schedule in this agreement, and for renewals under Section 8, until you cancel. You can change the payment method at any time by contacting us. We will tell you at least 10 days before any charge that differs from the usual amount.

7.3 Annual billing. If you chose annual billing, the full plan year price is due at signing. We will send you a renewal notice under Section 8 before charging or invoicing the next plan year.

7.4 Failed payments. If a charge fails, we will retry it up to [2] more times over the following 14 days and tell you by text or email each time it fails. If the payment is still unpaid 30 days after the first failed charge, plan benefits pause until it is paid. We will never cancel your plan for a failed payment without telling you first, in writing.

7.5 Late annual payments. An annual invoice unpaid 30 days after its due date pauses plan benefits until it is paid. There is no late fee.

8. Term, renewal and cancellation

8.1 Term. This agreement runs for one plan year, from the Start Date to the End Date on page 1.

8.2 Renewal. This agreement renews for another plan year at the end of each term unless you or we cancel. At least 30 days before the renewal date we will send you a renewal notice by email or text that states the renewal date, the renewal price, and how to cancel. If the price is

going up, the notice will say so, and the new price applies only after the notice.

8.3 How to cancel. You can cancel at any time by email to **[Email]**, by text to **[Phone]**, or by mail to the Company address on page 1. We will confirm your cancellation in writing within 5 business days. There is no cancellation fee. If you signed up online, you can also cancel online at **[Link]**.

8.4 What happens to money already paid. Monthly plans end at the end of the paid month; no further charges. Annual plans: if you cancel before the end of the plan year, we refund the visits not yet performed at **[\$Amount]** per visit per system, minus any discount charge-back under 5.3. We will send the refund within 30 days.

8.5 Our right to cancel. We may cancel this agreement with 30 days written notice, and immediately if we cannot safely access or service the equipment. If we cancel, we refund the same way as 8.4 with no charge-back.

8.6 State law. Some states have automatic renewal laws that add rules about disclosure, renewal reminders and cancellation. Appendix B lists the ones we know about. Where a state law requires more than this section, the state law applies.

9. What is not included

- Repair parts and repair labor beyond the visit checklist in 3.3. These are quoted and billed at your discounted rate.
- Refrigerant, beyond the check in 3.3.
- Filters other than standard 1-inch filters, unless your tier includes them.
- Duct cleaning, duct repair, and indoor air quality equipment.
- Code upgrades, permits, and work required by a change in the law.
- Problems that existed before the first visit. We will document them in writing at that visit, with photos, so both of us know where the system started.
- Damage from power surges, flooding, fire, pests, lack of electricity or gas, or work done by someone else.
- Equipment we cannot reach safely, or that the manufacturer no longer supports with parts.

10. Our responsibility

10.1 Workmanship. We warrant the maintenance work we perform for **[30]** days. If something we did was not done right, we will come back and fix it at no charge.

10.2 Equipment failures. Maintenance reduces breakdowns; it cannot prevent every one. We

are not responsible for the failure of a covered system unless our negligence caused it.

10.3 Insurance and damage. We carry liability insurance (certificate available on request). We are responsible for damage to your property caused by our negligence.

10.4 Limit. Except where the law does not allow this limit, and except for damage caused by our negligence, our total responsibility under this agreement is limited to the amount you paid us in the current plan year.

11. General terms

11.1 If you move. If you sell the home, this agreement can transfer to the new owner at the same address; tell us and we will update the Member details. If you move to a new home in our service area, we can transfer the plan to your new address and update Section 1 for the new equipment. The price may change if the equipment differs.

11.2 Changes. Changes to this agreement must be in writing (email or text counts) and confirmed by both of us.

11.3 Whole agreement. This document, including Appendix A, is the whole agreement between us about maintenance of the listed equipment. Repair work is quoted and agreed separately.

11.4 Disputes. If there is a problem, either of us will contact the other in writing first and give 15 days to fix it. If that does not work, either of us can take the matter to small claims court or the local courts of **[County, State]**. This agreement is governed by the laws of the State of **[State]**.

11.5 Notices. We may send notices to the email and phone number on page 1. Tell us if they change.

Signatures

Company	Member
Signed: _____ Name: [Name] Title: [Title] Date: [Date]	Signed: _____ Name: [Member Name] Date: [Date]

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

Appendix A: Plan tiers

These are example tiers with example prices. Put in your own. Two visits per system per year is the standard residential plan; the tiers differ in the discount, the diagnostic fee, and whether filters are included. Keep the middle tier the one you want most people to pick.

Benefit	Bronze	Silver	Gold
Maintenance visits per system per year	2 (cooling + heating)	2 (cooling + heating)	2 (cooling + heating)
Repair discount (Section 5)	10%	15%	15%
Priority service (Section 6)	Yes	Yes	Yes
Diagnostic fee	Standard	Waived, business hours	Waived, all hours
Standard 1-inch filters at each visit	Member provides	Included	Included
Repair labor warranty	Standard	Standard	Extended to [1 year]
Price per system per year	[\$179]	[\$249]	[\$329]
Or per month, card on file	[\$16]	[\$22]	[\$29]
Each additional system	[\$129]	[\$179]	[\$229]

Pricing check before you fill this in: divide the annual price by the number of visits and compare it with what a visit costs you to deliver (tech time, drive, filter, truck). If the plan price barely covers the visits, the plan is a marketing cost, not a profit line. Notes on the math 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. Verified September 2026.

Automatic renewal laws

A growing list of states regulate contracts that renew on their own, including plans billed monthly to a card on file. California, New York, Massachusetts, Minnesota and Virginia have updated their rules recently, Colorado added a one-step online cancel rule in 2026, and other states have older statutes. The common requirements are: clear disclosure of the renewal terms before the customer agrees, the customer's affirmative consent to the card-on-file charge, a reminder before the renewal, and a way to cancel that is as easy as signing up (online if they signed up online). Sections 7 and 8 of this agreement are written to fit those requirements. Your state may set a specific notice window, specific wording, or a limit on how you present offers when someone cancels. Ask your attorney which apply to you.

Florida

Florida's service warranty statute (Florida Statutes 634.401) treats a maintenance service contract as a regulated "service warranty" if it is written for one year or longer, or if it gives the customer a discount on parts and labor of more than 20 percent, or if it includes indemnification. A regulated service warranty requires a license and financial requirements under Chapter 634, Part III. Many Florida contractors write their agreements for less than one year (364 days, for example) and keep the repair discount at 20 percent or below to stay inside the exemption. Set the End Date on page 1 and the discount in Section 5 with that in mind, and confirm with a Florida attorney.

Prepaid visits in any state

Money you collect for a visit you have not done yet is money you still owe. Keep a running count of visits owed versus visits delivered, so you always know the size of that debt and no customer has to argue about it.

When to pay a lawyer for an hour

- Before you sell prepaid annual plans in Florida or another state with a service contract or warranty statute.
- Before you bill monthly to a card on file in California, New York, Massachusetts, Minnesota, Virginia or Colorado.
- Before you promise response times to commercial customers.
- Before you offer any plan longer than one year.

An hour of local review usually costs \$200 to \$400. One complaint to a state regulator costs more.

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