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# HVAC

**Installation Agreement**

# HVAC Installation Agreement

This HVAC Installation Agreement herein made \_\_\_\_\_ (“Effective Date”) is by and between;

**Service Provider:** \_\_\_\_\_ with a mailing address \_\_\_\_\_,  
\_\_\_\_\_ , \_\_\_\_\_

AND

**Client:** \_\_\_\_\_ with a mailing address \_\_\_\_\_,  
\_\_\_\_\_ , \_\_\_\_\_

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the parties:

## 1. Term

The Term of this Agreement shall commence on \_\_\_\_\_ and terminate upon the Service being completed by the Service Provider unless earlier terminated as provided herein, or unless extended by mutual consent expressed in writing signed by both parties prior to the completion of the Services by the Service Provider.

## **2. Scope of Services**

During the term of the Agreement, Service Provider shall perform the following services ("Service"):

Service Provider, shall provide, while performing the Service, they shall comply with all policies, standards, and regulations that apply for the specific Service, including local, state and federal laws and to the best of their abilities.

The Service Provider agrees to provide the Service at the Client's mailing address mentioned above.

## **3. Payment Amount and Method**

During the term of this Agreement, the Client agrees to pay the Service Provider as follows:

- Regular payments of \$\_\_\_\_\_ hourly ("Payment Amount").
- The Client shall pay the Payment Amount when invoiced.
- The Payment Method shall be \_\_\_\_\_.
- The Client agrees to pay, in addition to the principal and interest due hereon, all reasonable attorney fees, plus all other costs and expenses of collection and enforcement.
- In addition to any other right or remedy provided by law, the failure of the Client to pay for the services when due shall be considered a material breach of this Agreement and the Service Provider may terminate this Agreement and/or seek legal remedies.

## **4. Ownership of Work**

The Service Provider acknowledges and agrees that intellectual property and related material, including but not limited to any copyrightable works, ideas, discoveries, inventions, patents, products or other information (hereinafter, the "Work Product"), performed under this Agreement shall be considered "Work Made For Hire" as defined in the U.S. Copyright laws and, therefore, shall be owned by and be for the express benefit of Client.

## **5. Inspection**

Any Payment shall be subject to Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall immediately correct such work within a reasonable time.

## **6. Independent Contractor**

The Service Provider acknowledges that, in providing the Services under the terms and conditions of this Agreement herein, they are acting as an independent contractor and not as an employee or an agent. Nothing contained in this Agreement shall be deemed to constitute an employment, agency, joint venture or partnership relationship between the parties.

## **7. Safety**

The Service Provider shall, at their best expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from the risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, the Service Provider agrees to act in accordance with the rules and regulations administered by federal law. Service Provider shall solely be responsible for any penalties, fines or fees incurred.

## **8. Alcohol and Drugs**

Service Provider agrees and acknowledges that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or its agents, employees or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

## **9. Events of Default**

The occurrence of any of the following events shall constitute and is hereinafter referred to as an "Event of Default":

- If either party fails to make required payment when due,
- If either party becomes unable to perform its obligations and fails to make available or deliver the Services in the time and manner provided for in this Agreement,
- If either party becomes or is declared insolvent or bankruptcy,
- If either party's property becomes subject to any levy, seizure, general assignment for the benefit of creditors, application or sale for by any creditor or government agency.

## **10. Remedies**

In the event that any of the abovementioned events of default occurs which causes damage to the other party or that either of the parties fail to fulfill their obligations in accordance with this Agreement herein ("Defaulting Party"), the Non-defaulting party may notify the Defaulting Party in writing and request it to rectify and correct such breach of the Agreement within \_\_\_\_\_ business days from the effective date of that notice.

If the Defaulting Party fails to cure the default or the material breach within such period of time, the Non-Defaulting Party shall choose to terminate this Agreement.

## 11. Force Majeure

A Party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the other Party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Party or property or equipment of others which is deemed under the Operational Control of the Party. A Force Majeure event does not include an act of negligence or Intentional Wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. A Party suffering a Force Majeure event ("Affected Party") shall notify the other Party ("Non-Affected Party") in writing ("Notice of Force Majeure Event") as soon as reasonably practicable specifying the cause of the event, the scope of commitments under the Agreement affected by the event, and a good faith estimate of the time required to restore full performance. Except for those commitments identified in the Notice of Force Majeure Event, the Affected Party shall not be relieved of its responsibility to fully perform as to all other commitments in the Agreement. If the Force Majeure event continues for a period of more than 90 days from the date of the Notice of Force Majeure Event, the Non-Affected Party shall be entitled, at its sole discretion, to terminate the Agreement.

## **12. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and personal representatives, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

## **13. No Waiver**

No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

## **14. Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings, whether oral or written, with respect to the subject matter of this Agreement.

## **15. Severability**

In case any of the provisions of this Contract be held invalid by any competent court, the same shall apply only to the said provision involved and the remaining provisions hereof shall remain valid and enforceable.

## 16. Governing Law

This Agreement shall be governed by and the rights, duties and obligations of the Parties in accordance with the laws of the State of \_\_\_\_\_.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of \_\_\_\_\_.

**Client Signature**

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**Service Provider Signature**

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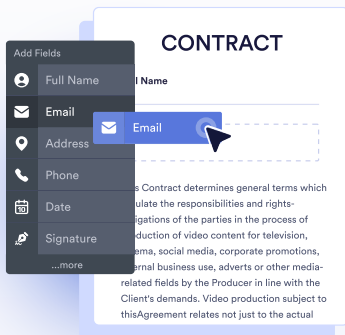


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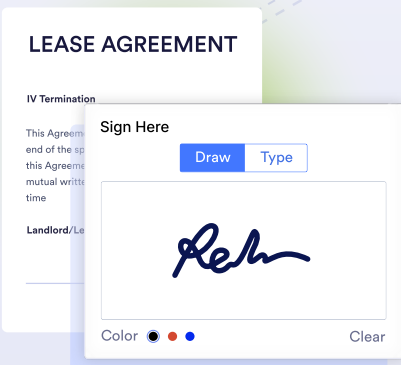
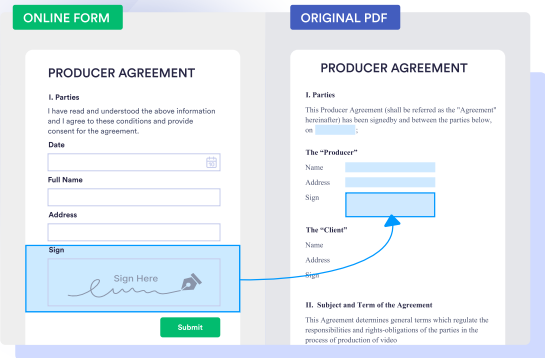
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