



## Service Contract

### I. Parties

This contract is made and entered into on \_\_\_\_\_, 20\_\_\_\_ and specifies the terms of the agreement between \_\_\_\_\_, homeowner(s) and **Ti Solutions, HVACR Contractor**, whose address is, **2822 Sabal Palm Dr, Harlingen Tx 78552**, for work to be performed, as the replacement of \_\_\_\_\_ in the residence located at \_\_\_\_\_.

### II. Contract Documents

The contract documents include the terms of this contract and, by reference, the documents listed below:

1. Ti Solution's Invoice
2. Manufacturer's Warranty Registration Confirmation
3. Owner's Manual for Equipment

### III. The Scope of the Work

The HVACR contractor will furnish the equipment, labor and materials necessary for the following:

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### IV. Change Orders

All change orders must be in writing and signed by all parties. The homeowner(s) agree that changes resulting in the furnishing of additional labor or material will be paid for prior to the commencement of the extra work. The homeowner(s) agree that either of them may sign a change order, and that signature will be binding on both.

### V. Cancellations

If homeowner(s) decides to terminate HVACR Contractor's services after contract has been signed and before arranged services have been completed, homeowner(s) may be held liable for a termination fee of \$250 to cover the cost of any manual labor or materials purchased. HVACR Contractor may decide to withhold this amount from the deposit given at the time contract was signed to cover termination fee unless otherwise arranged.

### VI. Permits, licenses, and Approvals

The HVACR contractor will obtain and pay for local building and construction permits, and will obtain and pay the fees for the governmental inspections that are necessary for the work to be done, except as otherwise provided in this contract. The homeowner(s) will secure and pay for any easements, variances, zoning changes, necessary modification of restrictive covenants, or the actions. The homeowner(s) will indicate the property lines to the HVACR contractor and will provide boundary stakes by a license land surveyor if the owners are in doubt about the property boundaries.



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### VII. Insurance and Risk of Loss

The homeowner(s) agree to maintain insurance covering the replacement cost of the improvements under contract in the event of loss through fire, casualty, storm or other disasters, and theft of material from the site. The HVAC contractor agrees to maintain workers compensation insurance and liability insurance to protect the homeowner(s) from liability claims for damage because of bodily, including death, and from liability for damage to property.

### VIII. Access

The homeowner(s) will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. The HVAC contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation.

### IX. Site Conditions

The homeowner(s) acknowledge that this contract is based upon the HVACR contractor's observation of condition. Conditions which could not be known by a reasonable inspection, such as termite damage, hidden water damage, hidden code violations, or other concealed conditions, may require extra labor or materials, which are not part of this contract. If such hidden conditions are discovered, the HVAC contractor will notify the homeowner(s) and will attempt to reach an agreement for change orders to this contract that addresses those problems.

### X. Payment

The homeowner(s) will pay the cost of all material and equipment used in the work to be done as spelled out in written proposal and described in the payment schedule.

### XI. Payment Schedule

Payment for the work will be due as follows:

- A deposit in the amount of \_\_\_\_ of the contractor price will be due upon contract signing.
- \_\_\_\_\_ is due when the first AC system is installed.
- The final payment of \_\_\_\_\_ is due upon substantial completion.

If payments due to the HVACR contractor are not paid in accordance with the payment schedule in this contract, the HVACR contractor may suspend work until the scheduled payment is made.

### XII. Final Inspections and Liens

Upon notification by HVACR contractor of substantial completion of the work, the homeowner(s) and the HVACR contractor will inspect performed, and at time the homeowner(s) will prepare a punch list that identifies any incomplete work or deficiencies in workmanship or materials. When the punch list items are completed, the homeowner(s) will pay the HVACR contractor the balance of the contractor price, at that time, the HVAC contractor will deliver to the homeowner(s) a release of all liens.



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### XIII. Warranties

The HVACR contractor guarantees the work will meet trade standards of good workmanship. The HVACR contractor warrants that materials to be used are of good quality. The HVACR contractor will provide homeowner(s) with manufacturer warranty registration. The homeowner(s) is limited to the manufactures warranties for defects in the manufacture of equipment, components and materials. The HVACR contractor's warranties will commence upon final inspection of work completed and are limited to labor for the period of 1-year, and exclude ordinary wear and tear or abuse by others. Moreover, homeowner(s) is responsible for 6 month drainage line maintenance and annual air conditioning system full maintenance on all new system installations.

### XIV. Dispute Resolution

All the parties will cooperate with each other to resolve conflicts informally. In the event that is not possible, conflicts between the parties will be resolved by the corresponding agency provided by the State of Texas. The arbitrator will award reasonable costs and expenses, including attorney fees, to the prevailing party.

### XV. Signatures

We, the undersigned, have read and understood this entire contract, including documents attached by reference. We acknowledge that this document constitutes the entire agreement between the parties. This contract is not binding upon the HVAC contractor or the homeowner(s) until it is signed by all parties.

\_\_\_\_\_  
Edito J.Gonzalez  
HVACR Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

