



I. The Parties. This HVAC Service Contract ("Agreement") made _____, 20____ ("Effective Date"), is by and between: Veteran Heating and Cooling, with a mailing address of 16202 Goodman Dr, City of Urbandale, State of Iowa, AND Client: _____, with a mailing address of _____, City of _____, State of Iowa. Veteran Heating and Cooling and Client are each referred to herein as a "Party" and, collectively, as the "Parties." NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires Veteran Heating and Cooling to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on _____, 20____ The Veteran Heating and Cooling agrees to provide the following:

_____. Hereinafter known as the "Service". Veteran Heating and Cooling shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

III. Payment Amount. The Client agrees to pay Veteran Heating and Cooling the following compensation for the Service performed under this Agreement: (check one)

☐ - \$_____ / Hour ☐ - \$_____ / Flat Rate ☐ - Other: _____.

IV. Payment Method. The Client shall pay the Payment Amount: Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

V. Retainer. The Client is: To pay a retainer in the amount of half of the total cost of the installation or service of \$_____ to Veteran Heating and Cooling as an advance on future Services to be provided ("Retainer"). Retainer is Non-Refundable.

VI. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of Veteran Heating and Cooling. If any of the Services performed by Veteran Heating and Cooling Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Veteran Heating and Cooling, at which time the Veteran Heating and Cooling shall promptly correct such work within a reasonable time.

VII. Taxes. Veteran Heating and Cooling shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Veteran Heating and Cooling shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

VII. Independent Contractor Status. Veteran Heating and Cooling acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Veteran Heating and Cooling shall have no authority to bind or otherwise obligate the Client in any manner, nor shall Veteran Heating and Cooling represent to anyone that it has a right to do so. Veteran Heating and Cooling further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, Veteran Heating and Cooling shall indemnify and hold harmless the Client from any such loss or damage.

IX. Safety. Veteran Heating and Cooling shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-HVAC Providers, material suppliers, and all other persons from 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, Veteran Heating and Cooling agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Veteran Heating and Cooling shall be solely responsible and liable for any penalties, fines, or fees incurred.

X. Successors and Assigns. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon Veteran Heating and Cooling or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Veteran Heating and Cooling or Client.

XI. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

XII. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Iowa.

XIII. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XIV. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature _____ Date _____ Print Name _____

Veteran Heating and Cooling

Signature _____ Date _____ Print Name _____