



Project Information

Company/Client: _____

Contact Name: _____

Phone: _____

Email: _____

Project Address: _____

Project Type:

- ☐ New Construction
- ☐ Addition
- ☐ Renovation
- ☐ Light Commercial

Building Size (Approx.): _____ SF

Number of Floors: _____

Desired Completion Date: _____

Services Requested

- ☐ Manual J – Heating & Cooling Load Calc
- ☐ Manual S – Equipment Selection
- ☐ Manual D – Duct System Design

Documents Checklist

Please provide the following with your request:

- ☐ Architectural floor plans (PDF preferred)
- ☐ Elevations
- ☐ Window & door schedule
- ☐ Reflected ceiling plan (if available)
- ☐ Mechanical plans (if available)
- ☐ Site plan (if applicable)
- ☐ Equipment preferences or manufacturer requirements
- ☐ Additional project notes or special design criteria

I acknowledge receipt of and agree to the following Terms & Conditions, which are incorporated into this form by reference.

Name: _____ Signature: _____ Date: _____

Gannon Mechanical Group LLC

HVAC Design Services Agreement

This HVAC Design Services Agreement ("Agreement") is entered into by and between Gannon Mechanical Group LLC ("Company") and the client identified in the applicable Intake Form and/or Proposal ("Client"). This Agreement becomes effective on the date the Client signs the applicable Intake Form and/or Proposal ("Effective Date").

1. Services

Company shall provide only the HVAC design services expressly identified in the proposal or scope of work, which may include Manual J load calculations, Manual S equipment selection, Manual D duct design, equipment sizing, and related design deliverables. Any service not specifically listed in writing is excluded unless authorized in writing by Company. Company may rely on information provided by Client, the architect, engineer, builder, or contractor.

No Engineering Representation. Company provides HVAC design and consulting services only and does not represent that it is acting as a licensed engineer or engineering firm, except where expressly stated in writing for a specific project and performed by a properly licensed professional, if applicable.

2. Client Information

Client shall provide complete and accurate plans, field information, equipment selections, revisions, and other information needed for the work. Client is solely responsible for the accuracy of all information submitted to Company. Delays, inaccuracies, omissions, or plan revisions may require additional fees and schedule changes.

3. Assumptions and Field Verification

All design work is based on information available at the time of service, including submitted plans, manufacturer data, and applicable design standards. Field dimensions, existing conditions, and installation conditions shall be verified by the installing contractor before installation. Company is not responsible for discrepancies between plans and actual field conditions.

4. Installation Responsibility

Company provides design services only and does not perform installation, startup, commissioning, testing and balancing, inspection, or construction means and methods. The installing contractor is solely responsible for proper installation, code compliance, manufacturer requirements, and

workmanship. Company is not responsible for unauthorized modifications, improper installation, or substitution of equipment after the design is completed.

5. Revisions

Changes to plans, equipment, scope, or field conditions after design work begins may require additional calculations or revisions. Additional revisions may be billed at Company's current hourly rate or quoted separately.

6. Deliverables

Unless otherwise stated in writing, deliverables may include a Manual J report, Manual S report, Manual D report, design summary, and PDF documents. Editable files, native files, or additional formats are not included unless expressly agreed in writing.

7. No Warranty

Company makes no warranty, express or implied, regarding energy savings, comfort, system performance, permit approval, code acceptance, or project outcome. Company provides services using reasonable professional care based on the information available at the time of design.

8. Limitation of Liability

To the fullest extent permitted by law, Company's total liability for any claim arising out of or related to this Agreement or the services shall not exceed the amount paid to Company for the specific project giving rise to the claim. In no event shall Company be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits, delay damages, or business interruption.

9. Indemnification

Client shall indemnify, defend, and hold harmless Company, its owners, employees, and agents from and against claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of Client's inaccurate information, unauthorized changes, contractor installation errors, misuse of the documents, or Client's breach of this Agreement. This clause does not apply to claims finally determined to have been caused solely by Company's gross negligence or willful misconduct.

10. Ownership and Use

All design documents and calculations remain the intellectual property of Company unless otherwise agreed in writing. The documents are prepared solely for the identified project and may not be reused, copied, transferred, or relied upon for another project without Company's written consent.

11. Payment

Payment is due upon completion unless otherwise agreed in writing. Company may withhold final deliverables until all outstanding balances are paid in full, to the extent permitted by law. Late payments may be subject to collection costs and reasonable attorney fees if allowed by law.

12. Termination

Either party may terminate this Agreement in writing. Client remains responsible for payment for all work performed through the date of termination. Company may suspend work for nonpayment, lack of information, or scope changes.

13. Governing Law and Venue

This Agreement shall be governed by the laws of the state where Company is organized or primarily operates, unless otherwise stated in writing. Any dispute shall be brought in the state or federal courts located in the county where Company's principal business is located, unless the parties agree otherwise in writing.

14. Entire Agreement

This Agreement, together with the proposal, scope of work, intake form, and any written change orders, contains the entire agreement between the parties. Any modification must be in writing and signed by both parties.

15. Acceptance:

By signing the proposal or submitting the intake form, the Client acknowledges that they have read and agree to these Terms & Conditions, which are incorporated into the proposal and/or any related intake documentation.