

# PREVENTIVE ELEVATOR MAINTENANCE AGREEMENT OF General Elevator Solutions

To: Broad of Directors  
Rolls Landing  
23465 Harborview Rd  
Port Charlotte, FL 33980  
Phone, 941.575.6764  
Fax, 941.575.7968

February 12, 2015

We, **GENERAL ELEVATOR SOLUTIONS,LLC.** (hereinafter **G.E.S.**) propose to furnish **MONTHLY** Preventive Maintenance service which includes examination, adjustment and lubrication as required and if conditions necessitate, repairing of the following equipment located at:

**Rolls Landing**  
**23465 Harborview Road**  
**Port Charlotte, FL 33980**

| <u>DESCRIPTION</u>        | <u>STATE #</u> | <u>CAPACITY</u> | <u>LANDINGS</u> |
|---------------------------|----------------|-----------------|-----------------|
| (5)HYDRAULIC<br>ELEVATORS | 39178          | 2500 lbs.       | 4               |
|                           | 37461          | 2500 lbs.       | 4               |
|                           | 34466          | 2500 lbs.       | 4               |
|                           | 33587          | 2500 lbs.       | 4               |
|                           | 42086          | 2500 lbs.       | 4               |

**Hydraulic:** Elevator pumping unit, packing, drive motor, pumps, valves, starters, contacts, relays, magnet frames, hydraulic fluid and limit switches; with the exception of the cylinder and piston, resistors, timer, fuses, overloads, drive belts, strainers, rollers, interlocks, door closers, and signal lamp bulbs.

**Traction:** Elevator machine, motor, and controller parts including gears, worms, bearings, thrusts, brake magnet coils or stators, brake shoes and lining, brushes, windings, contacts, magnet frames, coils, and resistance for motor and operating circuits, resistors, timer, fuses, overloads, drive belts, strainers, rollers, interlocks, door closers and signal lamp bulbs

Among the services we agree to render are the following:

- Examine all safety devices and governors periodically.
- Check tension of all hoisting ropes and equalize same.
- Renew all travel cable when necessary to insure maintenance of adequate safety factor.
- Examine and adjust door and gate operating equipment and replace gate switch when necessary.
- Maintain proper lubrication of guide rails at all times.
- Renew guide shoe gibs as necessary.
- Furnish special lubricants, which are compounded for elevator equipment.

Under the terms and conditions of this contract we will maintain the entire elevator equipment as herein described, using skilled elevator maintenance men under our direct employment and supervision. They will employ all reasonable care to see that the elevator equipment is maintained in proper and safe operating condition.

It is agreed that all repairs and replacements covered by this agreement are limited to those caused by ordinary wear and tear and that **G.E.S.** will not be required to repair or replace equipment by reason of negligence or misuse or for any other cause beyond their control. Also, **G.E.S.** will not be required to alter existing equipment or make replacements with parts of changed design when recommended or directed by insurance or governing authorities or due to obsolescence of equipment.

The schedule below lists items; which are considerably worn, and will require replacement soon. **G.E.S.** accepts them in their present state in order to provide the maximum service from these items with the understanding that, in addition to the base amount of this contract, you agree to pay an additional amount at the time the listed items are first replaced. The additional charge for this replacement will be determined by pro-rating the total cost of replacing the individual items. You agree to pay for that portion of the items used prior to the date of this contract.

#### **SCHEDULE OF PARTS TO BE PRO-RATED: NONE**

The following items of elevator equipment are not included in this agreement:

- Electrical power to elevator controls; including main line switch and fuses.
- Repair, replacement or refinishing of elevator car enclosures, car doors, hoistway enclosure, Hoist way doors, frames or sills, car flooring or covering, elevator car light fixtures and lamps.
- Emergency light or battery, cab fans, car slide or roller guides assemblies
- In-car communication device(s) and monitoring.
- Fire and smoke sensors and related control equipment not specifically part of elevator control.
- Proprietary solid state boards, software and door operators.
- Piston, cylinder containing piston, and all underground piping.

#### **HOURS OF SERVICE**

- ( X ) All work is to be performed during regular working hours of regular working days of the elevator trade. 8am – 4:30pm, Monday through Friday.
- ( ) On the following days or hours: \_\_\_\_\_

**CALL BACK SERVICE; G.E.S.** will furnish emergency minor adjustment call back service:

- ( X ) During the regular working hours of the regular working days of the trade.  
8am – 4:30pm Mon - Fri

If purchaser requests callback service included in this agreement to be performed other than within the hours listed above, the company will bill the purchaser an additional amount equal only to the difference between the company's normal straight time billing rates and overtime billings rates in effect at the time of service. In addition, the premium rate for Sundays and Holidays will also be applicable on Holidays regardless of the day of the week upon which they fall. Holidays observed by **G.E.S.** are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving [including both Thursday and Friday], and Christmas.

It is expressly understood, in consideration of the performance of the service enumerated at the price stated, that nothing in this agreement will be construed to mean that **G.E.S.** assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts or omissions of **G.E.S.** or its employees; and that your own responsibility for accidents to persons or property while riding or being in or about the equipment referred to is no way affected by this agreement. **G.E.S.** will not be held responsible or liable for any loss, damage, detention or delay caused by strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riots, civil commotion, malicious mischief, Act of God, or any cause beyond its reasonable control, whether or not the same is herein specified, and in any event it will not be liable for consequential damages. In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all cost and reasonable attorney's fees. No work, service or liability on the part of **G.E.S.** other than that specifically mentioned herein, is included or intended.

**MAINTENANCE SERVICE SHALL COMMENCE** on the 14 day of April, 2015, (the "Commencement Date") and shall continue until terminated as provided herein. Either party may terminate this agreement at the end of the first five (5) year period or at the end of any subsequent five (5) year period by giving the other party (90) days prior written notice. Payable monthly in advance upon presentation of invoice, plus sales tax, if applicable. A late payment penalty of five percent (5%) of any payment due will be added to such payment should any payment not be received by **G.E.S.** within five (5) days of the due date.

**MONTHLY CONTRACT PRICE** .....\$610.00  
Six Hundred Ten Dollars and 00/One Hundreds

**PRICE ADJUSTMENT:** The contract price shall be subject to review and adjustment one year from the Commencement Date and yearly thereafter but shall not exceed 3%.

**SPECIAL TERMS OR CONDITIONS:**

The following state required tests are included; per ASME/ANSI A17.1 Codes:

- Rule 8.11.2 - Annual no-load safety test of electric traction elevators.
- Rule 8.11.3 - Annual no-load pressure test of hydraulic elevators.

**G.E.S.** will not be responsible for any damage caused by, or as a result of performing these tests.

**STATE INSPECTION PRICE** .....Included

**G.E.S.** will provide an Independent/Third Party Elevator Inspection Service for the respective building owner's property(s) including all necessary administration, insurance, examinations and overhead costs required by the Bureau of Elevator Safety State Statutes pursuant to ANSI A17.1 / Florida Chapter 399.13 Elevator Safety Codes. Test witnessing included. If a re-inspection or re-inspections by the third-party inspector are required for items that are the responsibility of the building owner, there will be an additional charge which will be billed separately from this agreement. The Bureau of Elevator Safety will not issue a current Certificate of Operation until they receive a violation-free inspection report. Current Florida statutes require the building owner to have any necessary repairs to correct inspection violations completed within ninety (90)-days from the date of initial inspection. Any fines or judgments arising from non-compliance are the responsibility of the building owner.

**INSURANCE:** In consideration of **G.E.S.** performing the services herein specified, you expressly agree to indemnify, defend, hold harmless, discharge, release and forever acquit **G.E.S.**, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against **G.E.S.** or our employees, including but not limited to loss, damage, injury or death that are alleged to have arisen from the negligence of Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to claims or losses determined to be caused by or resulting from the negligence of **G.E.S.** or our employees. You recognize that your obligation to **G.E.S.** under this clause includes payment of all attorney's fees, court costs judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Building owner or building owner's representative must notify **G.E.S.** directly and in writing within seventy-two (72) hours of any elevator related accident. Failure to do so relieves General Elevator Solutions of any liability in this matter in regards to the "Additional Insured" portion of the Certificate of Liability Insurance.

**OTHER:** You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement, including if General Elevator Solutions inspection of a piece of equipment serviced under this Agreement reveals an operational problem which jeopardized the safety of the riding public. General Elevator Solutions shut down the equipment until such time as the operational problem is resolved. General Elevator Solutions will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of the agreement.

You agree to notify us in writing of any change in ownership, lessor, Management Company, or operation of the premises at least ninety (90) days prior to such change. Should you fail to do so you will remain responsible for payment of all further charges incurred.

In the event of any default of the payment provisions herein, purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith. The purchaser does hereby waive trial by jury and further hereby consents to venue in Lee County, Florida. G.E.S. reserves the right to discontinue this contract at any time by notification in writing should payments not be made in accordance with the terms of this agreement.

In the event of the sale, or lease or other transfer of the elevator(s) or equipment described herein it is understood and agreed that this proposal and your acceptance thereof shall constitute, exclusively and entirely, the agreement for the service herein described between the undersigned parties through their respective representatives or agents, with proper legal capacity to contract, and shall be inuring to all respective successors and assigns and agrees to be bound by the terms hereof for the balance of the agreement this agreement and its provision being assignable under customary provisions of applicable common law and authority that all other prior representations or agreement, whether written or verbal, shall be deemed to be merged herein and that no other changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties.

**CUSTOMER ACCEPTANCE;** The foregoing proposal and contract is hereby accepted and signed in duplicate.

Approved on March 9<sup>th</sup> 2015

Firm Balls Landing, Inc

By Stephen Burdinsky President Balls Landing CA

Signature [Signature]

Accepted for: **GENERAL ELEVATOR SOLUTIONS**

By [Signature]

Title Pres

Date 3-9-15