



First Coast Elevator Inc.

EXAMINATION, PARTS,

OIL AND GREASE

MAINTENANCE AGREEMENT

Under the terms and conditions of this contract, we will examine the elevator equipment herein described, using skilled maintenance men under our supervision.

This service shall include the labor for the making of 12 examinations annually of the elevator and/or escalator, including cleaning, and oiling of the pump where used, machine, motor, signal devices, interlocks and controllers, greasing or oiling guides, except where roller guides are used, greasing or oiling chain and reversing stations; necessary minor adjustments at the time of regular examination, and furnish all parts not excluded in this agreement.

This agreement covers all work performed during the regular working hours of regular working days of the elevator trade, unless otherwise specified. We will provide 24 hr. emergency call back service as specified in the terms of this contract. Included in the agreement are:

- ☒ Regular time call back services.
- ☐ Overtime minor adjustment call back services.
- ☐

Excluded from this agreement are:

- ☒
- ☒

If you should require, at any time, examinations, repairs, minor adjustment call back services (unless included above) to be made on overtime, you will be charged the reduced overtime rate we provide to all of our contract customers. Labor costs include travel time, travel expenses, and time spent on the job. Overtime rates apply after our regular working hours of 8:00am-4:30pm. At the time of this contract's signing the reduced overtime rate for our contract customers is \$216.50/hr. and is subject to change annually based on our labor cost increases.

This Agreement does not include hydraulic fluids, hoistway enclosures, doors, sills, hangers, exterior enclosures, soffit lighting, sprinklers, smoke or heat sensors, car flooring, floor covering, elevator lighting fixtures, refinishing elevator cab, repairing elevator cab, replacing elevator cab, software, solid-state components, emergency telephone, air conditioners, mainline disconnect switches, breaker, feeders to controller, jack packings, and jack casing. Any damage from performing state required tests is not covered under this agreement. No work, parts or supplies, except those specified in this agreement will be furnished or performed under this agreement. Elevator signal light bulbs will be replaced during regular service calls.

We will repair or replace the following components as conditions or usage warrant:

- Selectors and dispatching equipment relays, resistors, condensers, amplifiers, transformers, contacts, timing devices, steel selector tapes, and positioning indicator equipment
- Door operator parts, car door rollers, door contacts, car safety mechanisms, car guide shoes, emergency car lighting, and door protective devices
- Hoistway door rollers, hoistway door contacts, door gibbs, clutches, pickup rollers, door restrictors, and interlocking devices, push buttons, indicator lights
- Valve coils, motor starters, motor brushes, motor belts, limit switches

The parties hereto recognize that elevators and/or escalators are mechanical and electrical devices and, like any such devices, in normal operation and with passage of time, are subject to wear and tear, deterioration and possible malfunction through use, fatigue, corrosion, dust, abuse, etc. The purpose of this Agreement is to reduce wear and prolong the useful life of moving parts through proper lubrication and examination.

FCEI rep. Initials: *JD*

Date: *8/10/21*

Customer Initials: *gj*

Date: *8/9/21*

We undertake to perform these services in conformity with the usual applied standards but no guarantee is made that all defects have been found.

The schedule below lists items which are considerably worn, and will require replacement soon. We are accepting them in their present state in order to provide you with the maximum service from these items, with the understanding that, in addition to the base price stated in this Agreement, you agree to pay us an additional amount at the time the listed items are first replaced. The additional charge for this replacement will be determined by prorating 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 Agreement and we agree to pay for that portion used since the date of this Agreement.

PARTS TO BE PRORATED: None

PART NAME: Not applicable

DATE OF ORIGINAL INSTALLATION: Not applicable

First Coast Elevator Inc. will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, extreme variations in the machine room temperature, or tampering with the elevator/escalator equipment by unauthorized personnel.

First Coast Elevator Inc. shall not be obligated to make other safety tests, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, or other governmental or non governmental authorities. First Coast Elevator Inc. shall not be required to make renewals or repairs necessitated by the negligence, misuse, results of safety tests, or obsolescence of the equipment or any other cause beyond its control except ordinary wear and tear. In the event of the sale, lease or other transfer of management or ownership of the premises in which the equipment or elevators described in this agreement are located, you agree to make such transferees aware of this agreement and such transferees agree to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

Nothing in this Agreement shall be construed to mean that First Coast Elevator Inc., assumes any liability for damages or otherwise on account of accidents to persons or property, including but not limited to accidents arising or resulting from the overloading and/or misloading of an elevator or other device covered by this Agreement, beyond its rated capacity. You shall be solely responsible for supervising the use of the equipment and you shall provide whatever attendant personnel, warning signs, and other controls and cautions that may be required or desirable to insure safe operation. You shall at all times be solely liable for the operation of the equipment. You shall indemnify, protect, and save harmless First Coast Elevator Inc. from and against liabilities, losses and claims of any kind or nature imposed on, incurred by, or asserted against First Coast Elevator Inc. arising out of the active or passive negligence of First Coast Elevator Inc. in any way connected with the use or operation of the equipment. You hereby waive any and all rights of recovery, arising as a matter of law or otherwise which you might now or hereafter have against First Coast Elevator Inc. If any part of this contract is deemed invalid by a court or law the remaining portions shall remain in effect.

Neither First Coast Elevator Inc. nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages, or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. First Coast Elevator Inc. shall not be liable for any work, service, or material other than that specifically mentioned herein.

First Coast Elevator Inc. shall not be liable for loss or damage resulting from strikes, acts of government, civil or military authorities, war, civil commotion, theft, vandalism, lockouts, explosion, fire, power failure, water damage, storms, lightning, earthquake, natural or public catastrophe, acts of God, obsolescence, misuse of equipment, design of equipment, installation of equipment, and the associated areas surrounding such equipment regardless if such claims arise out of negligent acts or omissions of First Coast Elevator Inc. its officers, agents, employees or any other cause whatsoever. Elevator owners shall at all times maintain liability insurance listing First Coast Elevator Inc. as an additional insured. Written notice must be given to First Coast Elevator Inc. within 10 days of any accident and shall include all involved parties information as well as complete details of the incident including dates and times.

We at First Coast Elevator Inc. agree to perform the above items for **\$ 125.00** per month per elevator (**Total for 4 units: \$500.00**) to be billed in advance to the customer quarterly or yearly at the preference of the customer upon signing of the contract. This contract is for a period of 3 year/s from the date of the signing of this contract. Bills are to be paid immediately upon receipt.

- ☒ Quarterly billing
☐ Yearly billing.

FCEI rep. Initials: 200

Date: 9/19/21

Customer Initials: Slj

Date: 8/19/21

As per Florida state elevator code all elevators must have certain safety tests witnessed by a third party. F.C.E.I. will have an Independent/Third Party Elevator Inspection Service perform all of the witnessing requirements to insure your compliance with Florida Chapter 399 elevator codes and will bill the customer separately for providing the third party QEI inspector, unless otherwise specified by the customer.

Bills will be considered late 30 days after the bill date and a late fee of \$15 per month will be charged to the customer. In the event that a bill is not paid, services will be stopped until all accounts have been settled. First Coast Elevator Inc. shall not be liable for any injury during an accounts delinquency. In the event of fraudulent checks, First Coast Elevator Inc. will refer to but is not limited by Chapter 832 of the Florida Statutes as to fees and charges.

The price as set forth in this contract is subject to increase in the event the existing equipment is modified from its present state. The contract price will be subject to review annually, based on the annual percentage rate of increase in the Consumer Price Index for the United States provided by the Bureau of Labor Statistics and the percentage rate of increase of labor cost based on the straight time hourly rate and fringe benefits of elevator mechanics in the area.

This contract will automatically renew on the anniversary date of this contract unless written notice is given to First Coast Elevator 30-60 days prior to the anniversary date of this contract. If during the term of this agreement First Coast elevator fails to properly provide the services listed in this contract, the owner or property management shall provide written notice via us certified mail to First Coast Elevator and provide a reasonable period (14 business days) to correct such deficiencies. In the event First Coast Elevator does not correct these deficiencies, the owner or property management shall have the right to terminate this contract with 30 days written notice to First Coast Elevator.

State Serial Numbers: #32949, 35538, 36296, 40124

Building Address: Ocean Gallery
4600 A1A S.
ST AUGUSTINE, FL 32080

Approved by: [Signature] Date: 8/9/21 Start Date: 9-10-21
Customer signature: [Signature]
FCEI Representative: [Signature] Date: 8/10/21

First Coast Elevator Inc
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cliff@fcelelevatorservice.com
www.fcelelevatorservice.com

FCEI rep. Initials: _____ Date: _____ Customer Initials: [Signature] Date: 8/9/21