



November 10, 2023

RE: Morning Star Elevator Service & Maintenance Price Increase

Dear Valued Customer:

First and foremost, we would like to say thank you for choosing Morning Star Elevator to provide maintenance service for your equipment. We appreciate the opportunity to serve you and strive to provide excellent service.

Due to the constant increasing cost of doing business, we must raise our maintenance contract pricing as well as our hourly labor rates. Effective January 1st, 2024, we will be implementing an approximate 2.5% price increase.

We look forward to providing continued service and meeting all your future equipment maintenance needs.

Sincerely,

Richard Markow

President

Current terms	—	1044 ⁰⁰
+ 2.5%	—	26 ⁰⁰
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New terms	—	1070 ⁰⁰

11641 Ridgeline Drive, Suite 100, Colorado Springs, CO 80921 (719) 635-7960
2300 E 76th Ave., Unit 200, Denver, CO 80229 (303) 623-7433
www.ColoradoHomeElevator.com

ELEVATOR MAINTENANCE CONTRACT

Huerfano County Courthouse
401 Main St.
Walsenburg, CO 81089

Current terms: 1044⁰⁰
+ 2.5% : 26¹⁰

New terms: 1070¹⁰

Month(s) Serviced: *May / November*

Morning Star Elevator (Hereinafter called the Company) proposes to furnish service on the following equipment located at *401 Main St, Walsenburg, CO 81089* the service Purchaser (hereinafter called the Owner or Agent).

Equipment to be serviced: MSE LULA

The Service under this agreement shall consist of visiting the premises semi-annually to lubricate the equipment, furnishing and installing wearing parts of contacts, contact springs, door and gate contacts, signal light bulbs, cleaning material and minor adjustments. No parts except those described above will be replaced under this agreement and no repairs are herein contemplated.

The Service Charge shall be \$522.00 *semi-annually*, payable semi-annually in advance, based upon performing all work during the regular business hours of the Company. When an emergency call is requested to be done outside of the Company's regular business hours, the Owner agrees to pay the Company overtime at the Company's prevailing billing rates. If repairs are required outside what is covered in this maintenance service agreement, the cost of such repairs will be billable at a rate of \$170.00/hour/technician plus travel when applicable.

At the end of each contract year the annual contract price hereunder shall be adjusted to the nearest dollar (for the following year) to reflect the increase or decrease in labor & material. This contract will automatically renew if no adjustments are made at the end of any given year.

Annual Relief Valve Test Inspection will be included for \$250.00 if required and will be performed when needed by Morning Star Elevator.

The State of Colorado requires a 5-year weight test on some commercial elevators and wheelchair lifts. If required, Morning Star Elevator's fee for this service is \$480.00 plus travel when applicable. The state inspector will have his own separate fees.

Maintenance Control Program (MCP) requirement is listed in Section 2-3-3 of the **Colorado Conveyance Regulations (7 CCR 1101-8)**. By definition (ASME A17.1-2013), the MCP is "a documented set of maintenance tasks, maintenance procedures, examination, and tests to ensure that equipment is maintained in compliance with the requirements of ASME A17.1 Section 8.6 [Maintenance, Repair, Replacement, and Testing]." The MCP is basically a conveyance "owner's manual" which describes the recommended maintenance tasks, testing procedures and unique procedures associated with the specific equipment, as applicable. It also includes *documented maintenance, repairs and tests performed on the equipment*. The MCP components are vital to:

Morning Star Elevator

*Residential and Commercial
Building Accessibility Specialists*

- The **conveyance contractor** and **mechanic** during maintenance, repairs and testing;
- The **conveyance inspector** during inspections or the witnessing of tests; and
- The **conveyance owner** when verifying that contractual maintenance is being conducted.

Either party may affect termination of this agreement upon thirty days' written notice by registered US mail. It is understood and agreed that if payments are not made in accordance with the terms of this contract, when due, or in the event of default of any other obligations of the Owner/Agent hereunder, the Company may elect to cancel this contract at will, and shall not be liable for any acts or omission during the period of default, regardless of whether election is made to cancel this contract.

EXCLUSIONS

This contract does not include the inspection and servicing of power switches or fuses for same, power wiring to controller, cleaning of hoistway, or the furnishing of replacement parts, or material of any kind not specifically mentioned, whether the need for replacement be due to wear and tear or otherwise.

The Company shall not be responsible for mis-leveling of car stops at the landing, eccentricities in operation of car doors, defects in shaft doors, or their locking devices, or for any situation that may occur that cannot be revealed by the ordinary visits offered with this service.

TERMS AND CONDITIONS

Nothing in this contract shall be construed to mean that the Company assumes any liability on account of accidents to persons or property, except those directly and solely due to negligent acts of the company or its employees, and persons or property except those directly and solely due to negligent acts of the Company or its employees, and the Purchaser's own responsibility for accidents to property or persons while riding on or being on, or about the aforesaid equipment is in no way affected by this Contract. It is agreed that, when not working in, about or on the said equipment, the Company does not assume the management or control thereof. At any time the Company's serviceman is servicing the equipment, the Company is asserting possession and control over the specified component being serviced at any given moment and possession and control of the remainder of the equipment shall remain with the Purchaser.

The Company shall not be responsible for any situation that may occur that cannot be revealed by the ordinary inspection methods offered with this service, such as checking the leveling and stop of cars at landing, erratic operation of the car and/or shaft doors and their locking devices.

The Company shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, fires, floods, acts of civil or military authorities, or by insurrection or riot or by any other cause which is unavoidable or beyond its control. In no event shall the Company be liable for consequential damages. No work, service, or liability on the part of the Company other than that specifically mentioned herewith is included or intended. Purchaser agrees that the Company, in performing work under the contract should be bestowing its skill and services necessary for the construction, and for the proper maintenance of the construction of the elevator(s) at the site.

Purchaser agrees to keep, if applicable, the elevator pit(s) and mechanical room free from water and rubbish, to give the Company written notice within twenty-four hours of any accident, alteration or changes affecting the equipment, and to discontinue immediately the equipment from service when it becomes unsafe or operates in a manner which might cause injury to a user thereof and to maintain surveillance of the equipment for such purposes.

Purchaser agrees not to permit others to make alterations, additions, adjustments, repairs, or replacement to the equipment.

Mailing address: Morning Star Elevator 16165 Cliffrock Court, Colorado Springs, CO 80921


Morning Star Elevator

**Residential and Commercial
Building Accessibility Specialists**

This Contract shall ensure to the benefit of, and shall be binding upon, the successors and/or assigns of the parties hereto.

Respectfully submitted by: Richard A. Markow

ACCEPTANCE IN DUPLICATE



Purchaser Signature
Edward R. Garcia

Printed name
Chairman

Title
11/13/2018

Date

Morning Star Elevator Signature
Richard Markow

Printed name
President

Title

Date

Morning Star Elevator

Mailing Address:
16165 Cliffrock Court
Colorado Springs, CO 80921

Colorado Springs Office:
11641 Ridgeline Drive, Suite 100
Colorado Springs, CO 80921
Tel: 719-635-7960 x224
Fax: 719-635-7968

Denver Office:
6850 N Broadway, Suite H
Denver, CO 80221
Tel: 303-623-7433 x208

Glenwood Springs Office:
3762 Hwy 82, Suite 3
Glenwood Springs, CO 81601
Tel: 970-384-2212 x226

Mailing address: Morning Star Elevator 16165 Cliffrock Court, Colorado Springs, CO 80921