

INLAND ELEVATOR, LLC
Mailing: 1818 W. Francis Ave. #195
Spokane, WA. 99205
Shop: 1717 E Trent Ave
Spokane WA 99202
(509) 979-3777

ELEVATOR SERVICE AGREEMENT

Inland Elevator LLC (Company) agrees with Customer to maintain the equipment described in Section 5 in accordance with the terms and conditions of this agreement (Agreement) for the purpose of maximizing safety, equipment reliability, and code compliance.

- 1. PROPOSAL DATE:** January 13, 2026 **START DATE: February 1, 2026**
- 2. CUSTOMER:** Millwood Town Hall 9103 E Frederick Spokane Valley, WA 99206
- 3. BILLING ADDRESS:** City of Millwood
- 4. CONTRACT DURATION:** 5 years
- 5. EQUIPMENT DESCRIPTION:** One Savaria wheel chair lift

6. DEFINITIONS:

Callback: A request by Customer, or any other party or person, including activation of any car emergency communication device, for assistance from a Company technician for any reason.

Company: Inland Elevator, LLC and its' employees, representatives, agents and subcontractors who perform work under this Agreement.

Customer: Any person, organization, business entity, or representative of the entity identified in Section 2 above.

Effective Date: The date this Agreement becomes binding as set forth in Section 8 herein.

Equipment: The components which in aggregate comprise and are necessary for the direct operation of the elevator, escalator, dumbwaiter, material lift, platform lift, chair lift, and special purpose personnel lift and which is shown in Section 5.

Maintenance: Routine examination, lubrication, cleaning, and adjustment of equipment for the purpose of promoting proper performance in accordance with the applicable laws and regulations, as adopted by federal, state, and local entities having jurisdiction over the equipment.

Proposal Date: The date Company submits this Agreement for consideration by Customer.

Parties: The Customer and Company, collectively.

Regular Business Hours: Monday thru Friday 8:00 AM to 4:00 PM, excluding Observed Holidays as defined herein.

Repair: Work requiring more than a single technician or work which, in the sole discretion of Company, is not resolvable with less than one (1) hour of work.

Start Date: The date at which time the services defined within this Agreement will commence.

Observed Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

7. SCOPE OF WORK: Company will periodically and during Regular Business Hours perform Maintenance on the equipment listed in Section 5 to include at the sole discretion of Company minor repairs and replacements of covered components when due to normal wear and not otherwise excluded by this Agreement. Covered components are signal fixture indicator bulbs, door gibs, door hanger rollers, pick up rollers, door and gate switch contacts, door operator belts and chains, cartop and pit lightbulbs, cab and counterweight slide guides, car and counterweight guide rollers, replaceable starter and contactor contacts, relays and relay contacts, motor and generator brushes, door relating cables and rollers, sash weight cables and rollers, spirators, hydraulic pump belts, and positioning system guides and contacts.

Additional included services:

- a. **Annual safety tests**
- b. **Elevator emergency phone monitoring**
- c. **Five year full load safety test (due 2029)**

8. CONDITIONS: This Agreement will only become binding upon Customer and Company after each party, or their agent(s), have each executed their signatures below and it will remain in full force and effect until terminated as provided herein. If either party fails to abide by any of the terms and conditions set forth in this Agreement the non-defaulting party shall provide the other party written notice of such default, and the defaulting party will have fifteen (15) days in which to cure such default. If in the event the defaulting party fails to cure the breach to the satisfaction of the non-defaulting party, the non-defaulting party may terminate this Agreement

without any further liability to the other party. Upon termination of this Agreement, the Customer agrees to provide reasonable access as necessary for Company to remove any materials owned by the Company to include, but not limited to: parts, tools, equipment, and literature. Changes to equipment, environment, usage level, or any other reason as solely determined by Company may require an adjustment to the maintenance interval frequency and/or price charged. Company shall provide written notice of such changes and Customer will have thirty (30) days to provide a written response indicating rejection of changes, otherwise said changes will be considered approved. This Agreement may be terminated by Company if Customer rejects the interval and/or price adjustment.

- a. Billable Work:** Any work not shown in Section 7 will be billable and subject to the following:
 - i. Work will be billed at the applicable Company hourly rate in effect at the time the work was authorized by the Customer. Current hourly rates are available upon request by the Customer.
 - ii. Work outside of Regular Business Hours will be billed at 2.0 times the then current and applicable Company hourly rate, including travel time to and from the call location, and will commence upon Company receipt of a request for service.
 - iii. Billable services are rounded up in increments of 0.1 hours with a minimum charge of 1 hour.
 - iv. Customers outside the Spokane metropolitan area may incur additional mileage fees at the sole discretion of Company.
 - v. Authorization for Billable Work will be required to be obtained in written or verbal form from any party on the Authorized Responsible Party list except in the event of an emergency which reasonably threatens injury or damage.

- b. Parts:** All parts provided by Company and stored at Customer's premises will remain property of the Company until such time as the Company has received full payment for such parts. Customer agrees to pay cost + 20% for any and all parts installed during routine Maintenance when deemed necessary at the sole discretion of Company but will not exceed \$100 for each part without prior authorization from Customer.

- c. Safety Testing:** Company makes no guarantee the equipment will pass required testing. Company will not be liable for any damage to the building structure or equipment which may result from testing. Customer shall be responsible for making the necessary repairs and/or adjustments such that the equipment satisfies the required safety test(s).

- d. Phone Monitoring:** Company utilizes a third party licensed elevator emergency communication monitoring service (Service) when such service is included in Section 7. The sole obligation of the Service under this Agreement will be to attempt to contact the designated responsible party or parties according to the Customer provided list upon receiving a valid signal from the emergency communication equipment. Customer is responsible for promptly notifying Company in writing of any changes to the list of

responsible parties. Termination of this Agreement will coincidentally terminate emergency communication monitoring.

- e. **Maintenance Control Program (MCP):** Company utilizes a MCP which meets or exceeds standards as adopted by the Authority Having Jurisdiction in which the Equipment is located and subject to as of the Proposal Date of this Agreement.

9. INTERVALS: Examination, Maintenance, and Annual Testing intervals will be performed according to version of ANSI A17.1 Section 8.6.1.2 in effect as of the Proposal Date of this Agreement.

10. TERMINATION: On the anniversary of the Start Date following the number of years indicated in Section Four this Agreement will expire provided no other conditions or causes herein have resulted in early termination.

11. EXCLUSIONS: This Agreement specifically excludes the following items:

- a. **Equipment:** proprietary software, power disconnect switches and feeder to controller, batteries for emergency lowering, cab floor, cab walls and ceiling, false ceiling, door panels and gates, hoistway and car sills, swing door hinges and closing devices, hydraulic plungers, casing and buried piping, hoistway structure, and cab lighting including bulbs and fixtures, emergency communication equipment including back up batteries.
- b. **Violations/Regulations:** The repair, replacement, or correction of any and all existing inspection violations, including but not limited to violations found by any local, state, or federal agency, prior to the execution of this Agreement and which are not covered herein unless Company specifically agrees in writing to remedy such violations. Labor and materials required in order to bring the equipment into compliance with regulations which have an effective date after the Proposal Date of this Agreement are excluded.
- c. **False Calls:** False calls for service from Customer. Examples of false calls include, but are not limited to, equipment operating properly at the time the mechanic arrives on the premises, calls made to retrieve items dropped into the hoistway, or such calls resulting from vandalism, abuse, misuse, or Acts of God.
- d. **Improper Use:** Any and all repairs which are a result of negligence, accident, abuse, misuse, or any other causes beyond the control of the Company.
- e. **Modernizations/Modifications:** Company will not be responsible to install new parts or attachments on the equipment other and/or different from those now comprising the equipment. Parts that are no longer immediately available new from the original manufacturer are considered obsolete and are excluded.
- f. **Firefighters Emergency Operation(FEO):** If this feature is included with the Equipment quarterly or monthly testing and records of such testing are excluded and remain the responsibility of the Customer. Testing of FEO is performed and documented by Company during Category 1 testing as well as periodically by the inspector.

- g. Code Changes:** Any changes adopted by the Authority Having Jurisdiction which pertain to the Equipment or Company responsibilities, obligations, or requirements are not included in this Agreement.

12. FIRST REPAIR: The condition of the equipment covered herein must comply with minimum standards as required by adopted codes and regulations, therefore Customer agrees to pay Company to bring the equipment into compliance, as determined by Company, at the time this agreement is executed.

Summary of work required by this Section:

None

14. CUSTOMER'S RESPONSIBILITY:

- a. Notice.** The Customer hereby accepts responsibility for notifying Company promptly upon Customer's discovery of malfunction of the equipment, and to place "**Out of Service**" signs on such equipment and to remove equipment from service until Company is able to inspect or repair the equipment.
- b. Access and Safety.** The Customer hereby agrees to provide Company with unrestricted ready and safe access to all areas of the premises in which any parts of the equipment are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. The Customer agrees to provide a safe workplace for the Company's personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.
- c. Repairs.** Customer's failure to promptly approve or remedy recommended repairs submitted in writing by Company will relieve the Company from any liability under this agreement associated with the equipment's suitability for use or the ability of the equipment to pass requisite safety inspections. Additionally, Company may, at its sole discretion, terminate this agreement with written notice to Customer in the event Customer fails to approve or remedy the recommended repairs. Customer is not obligated to use Company to perform recommended repairs or other additional work, provided Customer agrees to use only elevator mechanics or technicians that maintain the proper and valid license or licenses for performing such repairs.
- d. Service Requests.** Company makes no guarantee regarding response time and availability. It is the Customer's responsibility to take appropriate action in the event of an emergency.

- e. **Equipment Manuals.** Customer is responsible for ensuring equipment manufacturer manuals including wiring diagrams, testing, troubleshooting, and adjustment procedures are provided if necessary and Company is not obligated to perform any work which requires a specific procedure or tool and which such procedure or tool is withheld or otherwise unavailable to Company.
 - f. **Emergency Communication System.** Customer is responsible for ensuring Emergency Communication System and all necessary communication pathways within the Customers control are maintained in proper operating condition with continuous access to a dedicated telephone line or other approved method.
 - g. Pit and car top lightbulbs which are replaced by Company will be provided by Customer.
- 15. It is understood that Company when not working in, on or about said equipment, does not assume management or control thereof. Nothing in this agreement is to be construed to mean that Company assumes any liability for accidents to person(s) or property except those directly attributable to the acts or omissions of Company. Company will not be held responsible or liable for any special, indirect, incidental, punitive, or consequential damages arising from the operation of the equipment and/or elevator system unless directly caused by the acts or omissions of the Company.**
- a. **Company Representations.** Company represents and warrants, as of the Effective Date and throughout the term of this agreement, that Company will obtain and/or maintain appropriately qualified, skilled and trained personnel and resources necessary to provide the services listed in Section 7 and will operate its activities in a lawful, professional and workmanlike manner in accordance with then-current accepted industry standards and in compliance with all laws, regulations, rules, orders and decrees applicable to Company.
 - b. **Force Majeure.** Neither Party will be liable for any loss or damage resulting from any unforeseeable cause beyond its reasonable control (a “Force Majeure Event”) including an “act of God”, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order not otherwise applicable to the Parties in the ordinary course of business, fire, lightning, explosion, flood, subsidence, weather of exceptional severity, or any similar act or omission beyond the reasonable control of any Party. Upon the occurrence of a Force Majeure Event and to the extent such occurrence interferes with a Party’s performance of this agreement, each Party will be excused from performance of its obligations during the period of such interference, provided that such Party uses all reasonable commercial efforts to avoid or remove such causes of nonperformance.

16. INSURANCE: Company certifies that it is licensed and bonded and maintains current liability insurance for the services required to be performed under this agreement. The Customer's responsibility for accidents to persons or property while riding in, on or about the equipment is in no way negated by this agreement. Therefore, Company recommends Customer obtain separate liability insurance. Customer acknowledges that obtaining liability insurance is not the obligation of Company and remains the Customer's sole responsibility, including any and all costs associated thereof.

17. INDEMNIFICATION: Customer shall indemnify, defend and hold harmless Company, its officers, employees and agents from and against any and all liability, loss, expense, including reasonable attorney fees and costs, or claims for injury or damages arising out of the Customer's own acts or omissions.

Company shall indemnify, defend and hold harmless Customer, its officers, employees and agents from and against any and all liability, loss, expense, including reasonable attorney fees and costs, or claims for injury or damages arising out of Company's own acts or omissions.

18. LIMITATION OF LIABILITY:

Neither Party, its affiliates, officers, directors, employees, agents or assigns will be liable for any consequential, incidental, punitive, special, exemplary or other indirect damages, including, by way of example and not limitation, loss of business, profits, use, data, or other economic advantage, whether by statute, in tort, or in contract, even if a Party has been advised of the possibility of such damages. Each Party's liability hereunder will be limited to the lesser of (1) Actual direct damages, or (2) \$100,000.00. The forgoing limitations do not apply to third party claims subject to claims for: (i) Indemnification, (ii) Company's non-compliance with law, or (iii) any breach of the provisions respecting confidentiality as asserted by any third party relating to the Company's service.

19. ENTIRE AGREEMENT: This document constitutes the entire Agreement between the Parties with respect only to the subject matter in this agreement and as such this Agreement supersedes all prior Agreement, whether written or oral, with respect to the subject matter contained therein. No modification, amendment, or waiver of any kind of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

20. NONPAYMENT: The Company reserves the right to discontinue the services provided under this Agreement at any time in the event that Customer fails to make timely payments to Company, which such payment terms are contained in Section 21 hereunder. If Company is required to secure the services of a collection agency and/or attorney to collect on any outstanding balance owed Company, Customer shall pay additional collection costs of twenty-five percent (25%) of the amount due Company in addition to any interest and principal due, and also Company's reasonable attorney fees and costs. Invoices outstanding beyond forty five (45) days will incur a one and one half percent (1.5%) interest charge per month and compounded monthly. Invoices will be deemed acceptable unless specific written objection is received by Company within thirty (30) days from the invoice date.

21. PAYMENT TERMS: For the services set forth under this Agreement, Customer shall pay Company \$ 152.52 **per month** excluding taxes billed annually and subject to escalation as defined herein. Payment will be made within twenty (20) days of Customer's receipt of Company's invoice.

Inflation adjustment is determined by changes in the annual average of the Consumer Price Index for All Urban Consumers, West, All Items, 1982-1984 = 100, published by the Bureau of Labor Statistics of the United States Department of Labor (or the highest similar future index if these figures become unavailable). Price adjustment is applied beginning the second January 1 following the Proposal Date.

22. GOVERNING LAW: This Agreement will be governed by the laws of the state of Washington without regard to any conflicts of law or choice of law rules. Any litigation involving this Agreement will be brought in the state or federal courts in the state of Washington and both parties hereby consent to such courts' jurisdiction. Venue will be in Spokane County, Spokane, Washington.

23. NOTICES: Any notices required or authorized to be given under this Agreement will be in writing and will be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Company: Inland Elevator, LLC

 1818 W. Francis Ave. #195

 Spokane, WA. 99205

If to Customer: _____

The Parties hereto may designate from time to time, in accordance with this Section, any other address required to be provided for any notice mandated by this agreement by providing the other party with written notice of such changes.

24. HEADINGS: The headings or titles in this agreement are for the purpose of reference only and will not in any way affect the interpretation or construction of this agreement.

25. SEVERABILITY: If any Section, sentence, clause or phrase in this agreement is held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality will not affect the validity, enforceability, or the constitutionality of any other Section, sentence, clause or phrase of this agreement.

26. ATTORNEY FEES: In the event of any action, suit or proceeding between the Parties to enforce or interpret this agreement, including any arbitration and/or appeal, the prevailing party will be entitled to recover from the non-prevailing party the cost(s) of such action, suit or proceeding, including reasonable attorneys' fees.

27. WAIVER: Waiver by either party of any breach of any provision of this agreement or warranty of representation herein will not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder will not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

28 INDEPENDENT CONTRACTOR: Company is and throughout this agreement will be an independent contractor and not an employee, member, partner, or other agent of Customer.

29. ASSIGNMENT: Company will have the right, without notice to Customer and in its sole discretion, to transfer or assign its rights under this agreement. In the event of such a transfer or assignment, all terms and conditions herein will remain in force and effective for the remainder of the agreement term. Customer agrees to execute any and all necessary documents required to complete the transfer or assignment.

30. COUNTERPARTS: This Contract may be executed in counterparts, each of which will be deemed an original and together will constitute one and the same Contract.

The terms and conditions contained herein are a proposal and will remain valid for sixty (60) days from the Proposal Date unless prior to the expiration of such time the Parties hereto agree to the terms and conditions herein and execute it below, at which time the proposal becomes a valid and binding contract. In the event the Parties do not execute the agreement before said expiration, then the terms and conditions herein are subject to revision, including escalation of any pricing or costs.

CUSTOMER: _____

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INLAND ELEVATOR, LLC

Date: _____ Signature: _____

Printed Name: Daniel B Garrett

Title: Service Manager

Authorized Responsible Party List: Parties listed are authorized by Customer to be contacted and make all decisions regarding action to be taken in the event of equipment breakdown, passenger entrapment, requests for service, or any other reason not expressly addressed herein. Parties on the list will be contacted in order. If contact is unsuccessful for any reason the local emergency services may be contacted at the sole discretion of either the emergency communications Service or Company. Customer is responsible for updating the list with Company as necessary. 911 cannot not be used as a contact number.

Name	Phone Number	Alternate Phone Number
Local Fire Department		
Local Police		