



"BAM Plus" Maintenance Agreement

THIS MAINTENANCE AGREEMENT is made on this _____ day of _____, 2026 by and between:

City of Millwood ("**Owner**," "you," and "your"), whose address and contact information is: City of Millwood 9013 E. Fredrick Ave Millwood, WA 99206, (Owner Mailing Address) and **VERTICAL OPTIONS, LLC** ("**Contractor**," "we," "us," "our"), whose address and contact information is: **732 N. Napa Street, Spokane, WA 99202**, jointly referred to as "**Parties**."

The Equipment to be maintained is located at Millwood City Hall 9013 E. Fredrick Ave Millwood, WA 99206 (Building Location) and consists of:

- (1) Hydro Savaria V-1504

(herein referred to as the "**Equipment**"). This Agreement consists of this document along with **Appendix 1**, the **Bid Proposal (Exhibit A)**, and the **Contact Data Sheet (Exhibit B)** attached hereto.

IN CONSIDERATION of the following terms and conditions, in an endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety and life span of the elevator, Owner and Contractor agree that we will maintain Owner's elevator equipment described above as follows:

I. Preventative Maintenance Program - We will service your equipment described in this Agreement on a annual basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 7:00 AM to 5:00 PM (except scheduled holidays) ("Business Hours"). All work performed before or after normal business working days and hours shall be considered "Overtime."

We will perform the following services:

- Supply, implement, and follow a Washington state approved Maintenance Control Program MCP).
- Regular inspection of your elevator equipment for optimum operation.
- Regular examination, lubrication and adjustment of the following components of your elevator system:
 - Car control and floor leveling systems
 - Controller and drives
 - Signal fixtures
 - Machines and sheaves (if applicable)
 - Power units, pumps, valves and jacks (if applicable)
 - Hoistway and car door operating and protection equipment
 - Car frames and platforms
 - Safety mechanisms
 - Re-lamp all signals as required
- Periodic cleaning of elevator pit, car top, door tracks/hangers, hoistway components and machine room
- Annual category 1 testing and five-year category 5 testing as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this Agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, Vertical Options will test your equipment in accordance with those annual periodic testing requirements in effect at the time this Agreement is executed.
- Assist with annual fire system testing if the Owner/Manager schedules the testing with the fire system provider to occur at the same time as Vertical Options maintenance visit.

II. Parts Repair and Replacement - Vertical Options will provide parts repair and/or replacement for all

components worn found to be worn or damaged with owner/manager approval. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of Vertical Options and the original equipment manufacturer. Most specialized parts are available within 24 hours.

III. Service Standards/Quality Assurance - Vertical Options will use only competent technicians specially trained to service the equipment. Vertical Options performs service in accordance with strict internal procedures. Our service(s) will meet or exceed any and all requirements of ASME A 17.1 Code, Section 8.6. Further, Vertical Options will maintain documentation of all work performed on the equipment. We do not perform any tests unless such tests are specifically listed or indicated elsewhere in this Agreement.

To assure quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated Vertical Options representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet code requirements for your equipment over time.

IV. Service Requests during Normal Working Days and Hours - Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this Agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits. We will respond to service requests during normal business working days and hours, as defined above with Owner/Manager approval. The Owner shall be responsible for all labor costs including travel time/expenses, and time spent on the job. These costs will be invoiced at our standard regular time hourly rate.

V. Overtime Service Requests - On all overtime service requests, or preventative maintenance requested during non-Business Hours, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates.

VI. 24-Hour Telephone Service - Our representatives are trained to handle elevator calls and can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. Vertical Options maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners.

24-hour telephone monitoring will be maintained on all elevator(s) under the agreement, provided such elevators are equipped with operational telephone equipment capable of placing a call to Vertical Options' call center. Vertical Options will receive incoming emergency telephone calls from the elevator(s) and forward same to Owner's designated emergency contacts. It shall be Owner's responsibility to submit an executed Contact Data Sheet (attached as Exhibit B hereto) to enable this service, and to advise Vertical Options immediately in writing of any changes to the emergency contacts during the term of service.

Telephone monitoring and emergency call service does not include maintenance service for Owner's telephone equipment. Owner retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones so that they are capable of placing a call to Vertical Options' call center.

Vertical Options shall not be held responsible or liable for any claim, injury, delay, death or detention of loss of life, or loss of property resulting from telephone equipment failure, false alarms or interruption of telephone service or inaccurate data set forth in any related executed Contact Data Sheet. We do not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

If Vertical Options is unable to reach Owner's designated emergency contacts, a service technician may be dispatched to the site at Owner's expense in accordance with Vertical Options' applicable billing rates. Owner agrees that it is within the reasonable discretion of Vertical Options' service call representatives to dispatch a mechanic or contact emergency personnel if Owner's designated emergency contacts are unavailable. Owner agrees to pay all charges for services provided by any person, organization or municipality contacted as a result of any emergency or perceived emergency call.

VII. Product Information - You agree to provide Vertical Options with current wiring diagrams that reflect all

changes, parts catalogs, and maintenance instructions for the equipment covered by this Agreement (exception: we will supply all of the above for Vertical Options installed equipment at no additional cost). These items will remain your property.

VIII. Safety - You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if Vertical Options' inspection of a piece of equipment serviced under this Agreement reveals an operational problem which, in Vertical Options' sole judgment, jeopardizes the safety of the riding public, Vertical Options may shut down the equipment until such time as the operational problem is resolved. In that event, Vertical Options will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

IX. Miscellaneous - You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement. Since Vertical Options' top priority is the satisfaction of its Owners, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In consideration of Vertical Options performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit Vertical Options, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against Vertical Options, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Owner 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 the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of Vertical Options and/or our employees. You recognize that your obligation to Vertical Options 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. Category 5 testing is included in this agreement.

X. Insurance - You expressly agree to name Vertical Options along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure Vertical Options, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

XI. Items Not Covered - We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist way door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), elevator power feeds, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this Agreement. Further, Vertical Options shall not be responsible for or be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind,

lightning, theft, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment.

XII. Other Conditions

i. With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this Agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. In no event shall Vertical Options' liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

ii. Should your system require any of the safety tests on the commencement date of this Agreement, Vertical Options assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this Agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this Agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this Agreement, if during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

iii. 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 costs and reasonable attorney's fees.

iv. This Agreement shall be construed according to the laws of the State of Washington. Venue shall be Spokane County.

v. In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

vi. Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

XIII. Price - The price for the services as stated in this Agreement shall be ONE HUNDRED AND TEN DOLLARS (**\$110.00 per month**), excluding taxes, payable quarterly in advance. You may elect to pay in advance for twelve (12) months of service described in this Agreement. Such a payment entitles you to a three percent (3%) discount from the annual price in effect at the time of payment. Or, you may elect to enroll in the Vertical Options Automatic Payment Plan with equal monthly payments deducted from your bank account. The automatic payment plan is also eligible for 3% discount of the annual price in effect for the then current contract year. These payment discount offers may not be combined. The price is subject to annual increases of 3.5% each year on the Agreements anniversary date.

Repairs to equipment not covered under this Agreement shall be performed at our current hourly billing rate. Work performed on overtime shall be billed at 1.8 times the current hourly rate. Work performed on holidays shall be billed at 2.0 times the current hourly billing rate. Vertical Options observes the following holidays: New Year's Day, Martin Luther King Jr. Day, Washington's Birthday Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. Our labor rates are subject to change at any time during the contract term. Notification of changes of billing rates shall be provided in writing and be effective the date of notification.

XIV. Term - This Agreement is effective for FIVE (5) years starting _____, ("Effective Date") and is non-cancelable. To ensure continuous service, this Agreement will be automatically renewed at each FIVE year anniversary for an additional FIVE year term unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the end of the then current FIVE year term. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this Agreement.

XV. Overdue Invoices – A service charge of one and one half (1^{1/2}%) per month shall apply to all overdue accounts you have with Vertical Options that are in any way related to your equipment described in this Agreement. If you do not pay any sum due to Vertical Options related to your equipment described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement. If Vertical Options elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this Agreement) or losses of any other type or kind that is in any way related the Vertical Options' suspension of service. Upon resumption of service, you will be responsible for payment to Vertical Options for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

XVI. Acceptance - Your acceptance of this Agreement and its approval by an authorized manager of Vertical Options will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the prior written approval of an authorized Vertical Options manager.

AGREED THE DAY AND YEAR SET FORTH ABOVE.

CONTRACTOR:

Vertical Options, LLC
A Washington limited liability company

By: Brittany Phillips

Its: Service Sales Rep

Signature: _____

OWNER:

City of Millwood

By: _____

Its: _____

Signature: _____

APPENDIX 1

Building Name/Project: Millwood City Hall

Owner: City of Millwood

Indemnification

This Appendix 1 is hereby made a part of the Maintenance Agreement by and between Contractor and Owner.

1. Owner assumes responsibility for and agrees, at the sole discretion of Contractor, to defend, indemnify, and hold Contractor, its employees, agents, and assigns (hereinafter "Indemnities") harmless from any and all claims, demands, damages, expenses, losses, fines, penalties or liabilities, including loss of use, arising from, resulting in any manner directly or indirectly from or connected with or in the course of the performance of the Contract Work or the Contract obligations, including without limitation claims of persons injured during performance of the work, as permitted by law. Owner's duty to defend Indemnities shall not be apportioned or reduced in any way by the negligence or other fault of Indemnities, or their employees or agents, or the fault or negligence of Owner or its employees or agents, or any other third-party except as set forth in Section 2 below. Owner's obligation to defend, indemnify, and hold Indemnities harmless shall include, but will not be limited to, the reasonable hourly rate and expenses of Indemnities' employees and officers spent in connection with the claim, demand fare, penalty or liability, attorney and expert fees, court costs, and all other claim-related expenses, to the fullest extent permitted by law, even though such claims may prove to be false, groundless, or fraudulent, subject only to the limitations provided below.

2. To the fullest extent of the law and insofar as the duty to indemnify, including the duty and cost to defend, is subject to the provisions of RCW 4.24.115, the following limitations apply:

- a. Owner's duty to indemnify, including the cost and duty to defend, shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Contractor or Contractor's agents or employees.
- b. Owner's duty to indemnify, including the cost and duty to defend, when the bodily injury and/or property damage is caused by or results from the concurrent negligence of (i) the Contractor, its agents, or employees and (ii) the Owner or the Owner's agents or employees, and lower-tier subcontractors or suppliers of any tier, shall be enforceable only to the extent of Owner's (including Owner's agents, employees, lower tier subcontractors, and suppliers) negligence except when negligence is not a requirement of liability.

To the fullest extent of the law and insofar as the duty to defend is subject to the provisions of RCW 4.24.115, if Indemnities and Owner do not agree on the extent of each party's negligence within fourteen (14) days from Indemnities' tender of the claim to Owner, Owner shall pay all costs to defend Indemnities subject to reimbursement as required by RCW 4.24.115 based on the ultimate finder of fact's apportionment of liability. Nothing herein shall reduce or otherwise limit Owner's indemnification obligations to Indemnities, including the cost and duty to defend, for claims that are not subject to the provisions of RCW 4.24.115.

3. For the purposes of these indemnification provisions only, Owner specifically and expressly waives any immunity that may be granted it under the worker's compensation laws of any state, including but not limited to, Montana State Industrial Insurance Act, Title 51 RCW; Washington State Industrial Insurance Act, Title 51 RCW; Idaho Worker's Compensation Act, Sec. 72-209; Alaska Worker's Compensation Act, Sec. 23.30.055; Montana Worker's Compensation Act, Sec. 39-71-411; California Labor Code, Sec. 3864; and Oregon Worker's Compensation Act, Sec. 656.018; provided that such waiver shall be expressly limited to Owner's indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker's compensation acts, disability benefits acts, or other employee benefits acts.

4. Owner's indemnification obligations as stated herein shall extend to claims occurring after this Contract is terminated as well as while it is in force.

5. The partial or complete invalidity of any one or more provisions of this Appendix shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provision or provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.

VERTICAL OPTIONS

"BAM" MAINTENANCE AGREEMENT - 6

THE UNDERSIGNED HEREBY CERTIFY THAT THIS APPENDIX WAS MUTUALLY NEGOTIATED.

Vertical Options, LLC:

OWNER: *City of Millwood*

By: Brittany Phillips

By: _____

Its: Service Sales Rep

Its: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

END OF APPENDIX 1

Exhibit B — Contact Data Sheet

Complete Building Information

(Contact data where equipment is located):

Millwood City Hall
9013 E. Fredrick Ave
Millwood, WA 99206

Owner Billing Information

(if different from Building information):

City of Millwood
9013 E. Fredrick Ave
Millwood, WA 99206,
Email:
Phone:

*All invoices will be emailed unless otherwise requested

Total No. and Telephone Numbers of Elevators in Building:

Elevator No.	Elevator Telephone Number (including area code)

In the event of emergency, or perceived emergency, one or more of the following are primary Owner contacts:

Contact Name	Title	Primary Telephone No.	Secondary Telephone No.

In the event of an Emergency or perceived emergency, Vertical Options has the express permission to contact one or more of the following (**911 is not sufficient, local phone numbers are required**):

Police Department: (_____) _____ - _____

Fire Department: (_____) _____ - _____

Special instructions/remarks: _____

IT IS THE RESPONSIBILITY OF OWNER TO IMMEDIATELY ADVISE VERTICAL OPTIONS IN WRITING OF ANY CHANGES TO THE CONTACTS OR NUMBERS LISTED ON THIS CONTACT DATA SHEET. OWNER AGREES TO PAY ALL CHARGES FOR SERVICES INCURRED BY ANY PERSON, ORGANIZATION OR MUNICIPALITY AS A RESULT OF ANY EMERGENCY OR PERCEIVED EMERGENCY CALL. IT IS ALSO EXPRESSLY UNDERSTOOD THAT VERTICAL OPTIONS DOES NOT HAVE AND DOES NOT ASSUME ANY DUTY OR RESPONSIBILITY FOR ANY PERSON OR ENTITY THAT FAILS TO RESPOND TO ANY EMERGENCY OR PERCEIVED EMERGENCY SITUATION.

DATED this _____ day of _____, 2026.

CONTRACTOR:

Vertical Options, LLC
a Washington limited liability company

By: Brittany Phillips

Its: Service Sales Rep

Signature: _____

OWNER:

City of Millwood

By: _____

Its: _____

Signature: _____