

Maximum Elevator & Safety Test Company

Maximum Service Minimum Price

Maximum Lubrication Maintenance Contract With Tests Included

Maintenance

Maximum Elevator will check and clean machine rooms, cartops, and pits as needed. We will lubricate selectors, motors, generators, cartop and pit equipment. We will replace any covered components and advise the customer of any necessary repairs that would be detrimental to the equipment or public. We will adjust and clean the equipment accordingly. We will use lubricants formulated to our specifications to meet specific elevator requirements. We keep a fully stocked warehouse of parts for emergency repairs. We can readily obtain parts in 24 hrs, if necessary.

Tests Included

Pressure tests, no load tests, and fireman's testing are included.

PLEASE NOTE: Such tests may impose greater stress on the equipment and the building structure than that experienced in a day-to-day operation, and we shall not be responsible for any resultant damage to the building structure or equipment.

24 Hour Service

We will perform the above services during normal business hours (Monday through Friday 8:00 am to 4:00 pm). If you authorize an emergency callback outside normal working hours, you will be billed at our standard overtime rates, plus materials not covered by contract, expenses and travel.

Components not covered

We assume no responsibilities for the following: elevator machines, brakes, motors and motor generators, worms and gears, door protective devices, electronic boards and devices, car and hoistway door panels, hoistway door hinges, panels, frames, gates, sills, cab enclosures, cab floors, cab lighting, fans, communication devices, emergency power generators, power switches, fuses and feeders to controllers, guiderails, handrails, all piping, mufflers, valves, pits, sump pumps, pit structures, building fixtures and integrity, smoke detectors, smoke detector control panels, plungers, casings, cylinders, cylinder packing, wire ropes, traveling cables, door operators, cover plates for signal fixtures, alarm bells, intercoms, disposal of used oil, air conditioners or heating systems, fireman's phones, proprietary parts and software, obsolete items (defined as parts, components or equipment no longer available from the original manufacturer, replaceable only by remanufacture, rebuilding, rewinding, fabrication, used parts or parts reproduced by other than the original equipment manufacturer or equipment aged twenty or more years from original installation date).

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Callback service, necessary maintenance work beyond that specified above, correction of violations or modifications deemed necessary by any government authority or insurance company, and repairs necessitated by damage or breakdown are not covered and will be, upon receipt of proper authorization, billed at current rates for normal or overtime service as the case may be, plus charges for any parts, travel time or material.

This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this agreement. You retain your responsibilities as Owner and/or Manager of the premises and of the equipment. You will provide us with clear and safe access to the equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto. You will not permit others to work on the equipment during the term of this agreement and agree that you will authorize and pay for any proposed repairs or upgrades or we will have the option to terminate this agreement immediately without penalty to us. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, goodwill, or use of equipment or property, or business interruption.

It is agreed that we accept or assume no liability for injuries or damages to persons or property, except those directly due to our acts; and that the customers' liability for injuries or damage to persons or property while on or about the unit referred to herein, is in no way affected or diminished by this agreement.

We shall not be liable for any loss, damage or delay caused by acts of government, strikes, lockouts, fire, explosion, theft, flood, civil commotion, war, malicious mischief, accident, act of God or any cause beyond our reasonable control; and in any event, we shall not be liable for consequential damages. The extent of our liability in connection with hazardous conditions discovered during the course of our examinations shall be limited to reporting of same to tenant or owner of premises involved. Responsibility for making or authorizing corrections or repairs is that of the tenant or owner responsible for the upkeep of the unit.

This contract shall continue for one year and from year to year thereafter until terminated. Either party may terminate this agreement at any time, by giving the other party sixty (60) days prior written notice to that effect.

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Invoicing

You agree to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the services provided hereunder. This agreement will continue in full force until the end of its initial period and for successive one year renewal periods. Either party may terminate this agreement at the end of its initial term or at the end of any subsequent one year renewal period provided that party gives written notice of termination no later than sixty (60) days prior to the first expiration date or any subsequent renewal expiration date.

Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in: Interest on past due amounts at 1½ % per month or the highest legal rate available. Termination of the agreement on sixty (60) days prior written notice, and attorneys' fees, cost of collection and all other appropriate remedies for breach of contract. If either party to this agreement claims default by the other, written notice of at least sixty (60) days shall be provided, specifically describing the default. If cure of the default is not commenced within the sixty day notification period, this agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

This proposal when signed by the customer and approved by our authorized representative shall constitute a legal and binding contract between the parties and/or firms involved. All other prior representations and/or agreements not incorporated herein are succeeded.

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Building Name: City of Willowick
31230 Vine Street
Willowick, OH 44095

Number and type of units: One Hydraulic Elevator

Start of Contract: Upon Signing

Monthly examination at the cost of \$154.00 Plus tax

Maximum Elevator & Safety Test Contract Acceptance

Acceptance by you as owners, agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Due to standard labor costs, an annual increase of 3% will be applied to this contract at the beginning of each fiscal year.

By: _____ Date: _____
Signature

Printed name

Billing address & contact name:

Phone: _____

Fax: _____

Email: _____