

# MAXIMUM ATTA ELEVATORS

## MAINTENANCE SERVICE AGREEMENT

We propose to maintain the ("Equipment") using trained personnel directly employed and supervised by Maximum ATTA Elevators Inc. (herein referred to as "Maximum ATTA") in order to protect your investment, extend Equipment life and provide safe and reliable operation.

**This maintenance service will be provided to (herein referred to as "Purchaser"):**

City of Willowick  
31230 Vine Street  
Willowick, Ohio 44095

**Equipment Located at:**

City of Willowick  
30435 Lakeshore  
Willowick, Ohio 44095

**For the following Equipment:**

Equipment Description:# of Units	Manufacturer	Equipment Type	Capacity	Speed	Installation#
1	Ross	Hydraulic	4000	80	23759

### PERFORMANCE OF THE AGREEMENT

Maximum ATTA will provide maintenance service on the above Equipment in accordance with the ASME 17.1-2019/CSA B44-2019 Safety Code for Elevators and Escalators, and industry procedures for elevator maintenance tailored to the needs of the specific equipment.

This is a basic agreement. Maximum ATTA will regularly and systematically examine, adjust, and lubricate the equipment. **Maintenance Visits will be quarterly.**

All call-backs, repairs and parts will be billed as an extra to the contract at the prescribed rates shown in this agreement.

### ADDITIONALLY:

1. We will regularly check, and as necessary, equalize the tension on all hoisting ropes (if applicable).
2. We will regularly and systematically clean the elevator equipment in the hoistway, pit and machine room. The cleaning of surfaces exposed to the public is not included.
3. We will furnish all lubricants, cleaning compounds and cleaning equipment. All lubricants will be selected using the OEMs recommendations.
4. We will perform annual CAT1 testing as required by the ASME 17.1-2019/CSA B44-2019 Safety Code for Elevators and Escalators.

**PARTS INVENTORY**

We will, during the term of this Agreement, maintain a supply of frequently used replacement parts and lubricants selected by Maximum ATTA to meet the specific routine requirements of the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

**TERMS OF AGREEMENT**

The price of the service defined in this Agreement will be: **One Hundred and Sixty Dollars (\$160.00) per month**, plus all applicable taxes paid in advance quarterly on receipt of our invoice.

This Agreement and the service shall commence on the first day of 2/1/2025. It shall be in effect for a **1-year** period and shall continue for subsequent one-year periods thereafter.

This Agreement and the Terms and Conditions are the entire Agreement for the services described, and it shall be binding on Maximum ATTA Elevators Inc. when approved and signed by one of its executive officers.

The person executing this Agreement on behalf of Purchaser hereby represents and warrants that (i) he/she is duly authorized and empowered to execute the Agreement on behalf of the Purchaser, (ii) Purchaser has full right and authority to enter into this Agreement, and (iii) upon full execution, this Agreement constitutes a valid and binding obligation of Purchaser.

**RATES**

Classification	1.0	1.5	2.0
Helper	\$216.00	\$324.00	\$461.80
<b>Mechanic</b>	<b>\$270.00</b>	<b>\$432.93</b>	<b>\$577.24</b>
Adjuster	\$305.00	\$497.87	\$663.82
Crew	\$521.00	NA	\$1039.04

- **Yearly Safety testing will be included in the above pricing.**
- **Parts will be charged as an extra at cost + 15%**

Maximum ATTA Elevators Inc.

Purchaser Acceptance

Maximum ATTA Elevators Inc.  
Approval

By: \_\_\_\_\_  
 (Signature of Presenting Rep)

\_\_\_\_\_  
 Lou Cozza  
 (Print Name)

\_\_\_\_\_  
 Regional Vice President  
 (Title)

\_\_\_\_\_  
 1-21-25  
 (Date Presented)

By: \_\_\_\_\_  
 (Signature of Authorized Individual)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date of Approval)

By: \_\_\_\_\_  
 (Signature of Authorized Individual)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date of Approval)

## Terms and Conditions

### 1. Acceptance

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive Agreement between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing Agreement until this proposal is fully executed. This Agreement may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Maximum ATTA. Further, any manual changes to this form will not be effective as to Maximum ATTA unless initialed in the margin by an authorized representative of Maximum ATTA.

### 2. Additional Work

Work necessitated by misuse, vandalism, excessive heat in the elevator machine room, electrical voltage fluctuations, storm, fire, flood, riot, replacement of non-maintainable components or parts where Maximum ATTA is unable through our maintenance program to prevent premature wear or failure, retrieval/replacement of keys/re-keying or any other cause beyond Maximum ATTA control, is extra to this Agreement and shall be subject to additional charge at the applicable billing rates for material and labor. Maximum ATTA 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 where safety tests are outstanding on the commencement date of this Agreement until such time as the test has been completed and the equipment passed. Costs associated with this initial test and repairs will be subject to charge at our standard billing rates. Maximum ATTA will not be obligated or bound by opinions or directives by third-party firms, insurance companies, or other organizations and such work will be subject to additional charges.

This Agreement does not include the making of tests, additions or modifications, to the elevators or escalators as may be required by governmental authorities or independent third parties, unless otherwise accepted by Maximum ATTA and/or specified herein. This Agreement does not cover any labor, parts or materials which may be required to comply with future legislation effective following the commencement date of this Agreement. Supplementary performance testing of elevators using full load at full speed or use of specialized alternative testing equipment to simulate such tests, and escalator step to skirt performance testing (SSPI) that may be required by the local jurisdiction is not included (unless specifically noted as included). Costs associated with such tests and any remedial repairs and additional testing required as a result of these regulated tests would be extra to the Agreement at Maximum ATTA's applicable rates. Maximum ATTA will not assume responsibility for the cost of correcting elevator code or third-party deficiencies existing on the date we enter into this Agreement. Further, you agree that you will authorize and pay for any proposed pre-maintenance repairs brought to your attention during the first 30 days of this Agreement to bring the equipment to Maximum ATTA's maintenance standards, or we will have the option to terminate this Agreement immediately, without penalty to us.

### 3. Alterations

You agree not to permit others to make alterations, additions, adjustments, upgrades, repairs or replace any component or part of the equipment during the term of this Agreement. If you elect to modernize any or all of the Equipment during the term of this Agreement, you will give Maximum ATTA the option, within a reasonable time, to evaluate competitor proposals and to prepare an offer to match price and scope of work, or present an alternative proposal before proceeding. If you should select another supplier for the modernization, the existing Agreement is to remain binding on both parties. Maximum ATTA's Agreement will resume upon completion of the modernization of part or all of the equipment and any associated warranty period. The modernized equipment will be subject to review by Maximum ATTA and deficiencies noted brought to the attention of the purchaser within 60 days. The term of the original Agreement will be extended by any term loss during the modernization and warranty completed by others, and may be subject to a maintenance price adjustment by Maximum ATTA.

4. **Application of These Terms**

The parties agree to be bound by the terms and conditions contained in the Agreement, together with the terms and conditions contained herein. No amendment or other change to this Agreement is binding on Maximum ATTA unless it is in writing and is signed by an authorized Maximum ATTA officer.

5. **Assignment**

This Agreement and the benefits hereof may not be assigned without Maximum ATTA's written consent.

6. **Building Emergency Systems Testing**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. Maximum ATTA has included one hour per elevator for assistance with smoke detector testing.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all costs associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Maximum ATTA will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

7. **Change in Ownership**

In the event of the sale, lease or other transfer of the elevator equipment described herein, or the premises in which they are located, you agree that the intended transfer shall be made conditional upon the acceptance and assumption of the terms, conditions, and obligations of this Agreement by the transferee and the delivery to Maximum ATTA of the transferee's acknowledgment. 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.

8. **Communication**

We will provide pre-planned repairs, where significant interruption to elevator operation is involved. The repair will be scheduled to suit the Purchaser's convenience wherever reasonably possible within the scope of this Agreement.

We will assist in any repair and/or upgrade that the elevating system(s) may need, that falls outside the coverage of this Agreement. This will include our expertise as to available products, recommendations, and long-range asset planning to ensure that the continued satisfaction of the Purchaser is maintained.

As a service to you a Maximum ATTA representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use, and care of the Equipment.

9. **Damages**

Maximum ATTA shall not be responsible for any penalties, liquidated damages or any indirect, incidental, or consequential damages.

10. **Environmental Protection**

Maximum ATTA does not assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Agreement.

11. **Force Majeure**

Without limiting the generality of the foregoing, Maximum ATTA shall not be liable for any loss, damage, claim or delay due to any cause beyond Maximum ATTA's control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God. During a force majeure event, regular maintenance may be suspended, and this shall not be considered a breach of Agreement by Maximum ATTA. All the remaining terms of the Agreement shall remain in force.

12. **Liability**

It is agreed that Maximum ATTA will not assume possession or control of any part of the Equipment, all of which remains the Purchaser's exclusively as the Purchaser (or lessee). Furthermore, Maximum ATTA is not an insurer and shall not be liable for damage to property or for injury or death of any person(s) except for damage, injury or death resulting directly from the negligence of Maximum ATTA or its employees, and with that exception, the Purchaser agrees to indemnify, defend, and hold Maximum ATTA harmless from any such claim. Maximum ATTA shall not be liable for any incidental or consequential loss or damage arising from the failure of the elevators to operate or damages occurring as a result of supplementary performance tests such as full load full speed testing required by local regulatory authorities.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in Agreement, tort, warranty or otherwise.

Maximum ATTA will not be held liable for any inspection charges by local governing authorities, or any charges related to independent third parties. If the Agreement is terminated, Maximum ATTA will not be held liable for any costs, repairs, or directives whether existing or not during the term or following the term of the Agreement.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the Equipment.

13. **Mainline Disconnects**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

14. **Maintenance Program**

The regular intervals, at which the Equipment shall be maintained, will be governed by the Equipment type and usage frequency to meet the agreed performance and safety code requirements. Reference to the number of fixed visits or minimum hours will be treated as a guideline only; however, it shall not be binding upon Maximum ATTA. If any work cannot be performed in an uninterrupted manner for any reason beyond Maximum ATTA's control, the Purchaser shall separately compensate Maximum ATTA for any costs caused by such delay.

15. **Mutual Responsibilities**

You agree to provide us unrestricted and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris.

You agree to provide a safe workplace for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts. You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Agreement. If such Code violations or other outstanding safety violations are not corrected in accordance with this Agreement, Maximum ATTA may with respect to the equipment not meeting Code requirements cancel this Agreement without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third-party work order, insurance, or safety system, Maximum ATTA will add an appropriate fee to cover the additional cost associated with this service.

You acknowledge that a machine room climate and temperature within the industry recognized 10 to 30-degree Celsius range ensures the best overall operation of the equipment and that you will maintain that temperature.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent

property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Purchaser will call Maximum ATTA and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Purchaser agrees that its agents, employees, or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Maximum ATTA will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

#### 16. Non-ATTA Equipment

If the equipment covered under this Agreement was not provided by Maximum ATTA, Purchaser will: (i) provide Maximum ATTA with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by Maximum ATTA, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. Maximum ATTA will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at Maximum ATTA's request. ATTA is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner.

You retain your rights to any software not provided by Maximum ATTA contained in the Equipment and agree to allow Maximum ATTA to make one backup or archival copy for you.

#### 17. Obsolescence

In the event that any part, component, or assembly is no longer available from the usual sources due to obsolescence, the Purchaser agrees to allow Maximum ATTA to replace such part, component, or assembly at the Purchaser's cost. Obsolescence is defined as parts, components, or equipment no longer available from or supported by the original equipment manufacturer. Purchaser's prior authorization shall be requested prior to proceeding with such replacement. Such authorization shall not be unduly withheld.

#### 18. Payment Terms

Beginning on the Effective Date, payments will be due and payable on or before the first day of the Agreement year in which services are rendered beginning on the Commencement Date.

The method of payment will be electronic direct debit. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The above price does not include the Goods and Services Tax (GST). In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers, or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the Agreement.

The Agreement Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC Agreement then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Agreement Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

19. **Quality**

We will conduct annual field audits of our personnel and the Units to maintain quality standards.

20. **Suspension**

Maximum ATTA may suspend the services provided herein, upon written notice to the Purchaser, if payments have not been made in accordance with the terms of the Agreement. During any period of suspension, no monthly charges will be made hereunder, and the terms and conditions of this Agreement shall remain in effect, except that Maximum ATTA shall not have any liability for anything occurring during, or resulting from, such suspension. Upon restoration of Maximum ATTA services, any work required to restore the elevators to their suspension date condition shall be extra to the Agreement price. The Agreement period in which a suspension commences shall be extended by the number of days of the suspension.

21. **Termination**

Either party may terminate Maximum ATTA's services under this Agreement at the end of the initial Agreement period, or the end of any subsequent Agreement period, by providing the other party with at least 90 days, but no more than 120 days advance written notice in the form of a letter signed by a signing officer prior to the end of the applicable Agreement period. If the Purchaser otherwise terminates the Agreement in anyway inconsistent with the termination provisions of the Agreement, such cancellation will be subject to a cancellation fee of 50% of the balance of the total price owed for the remaining term of the Agreement immediately upon receipt of Maximum ATTA's invoice. The Purchaser will reimburse Maximum ATTA for all costs of collection, including without limitation to reasonable legal fees and costs.

22. **Validity of Quotation**

The quotation shall be open for acceptance within the period stated in the quotation, or when no period is stated, for a period of thirty (30) days from the date of the quotation. Maximum ATTA reserves the right to bring outstanding deficiency items to the attention of the Purchaser in the first 90 days of the Agreement, for rectification by others or resolution outside the scope of this Agreement.

23. **Working Hours**

The Agreement price is based on all work being done during regular working hours (8am to 5pm, Monday to Friday), excluding elevator trade union holidays unless otherwise specified herein. Any work requested outside the regular working hours as indicated, shall be subject to an additional charge at our standard billing rates, plus materials not covered by Agreement, expenses and travel. Monday through Friday, after hours and Saturday is charged at time and a half for single mechanic. Sunday, statutory holidays, and all overtime crew work on any day is charged at double time. Regular and overtime working hours shall be stipulated by the collective labor agreement with which Maximum ATTA must comply in the region where the elevators are to be maintained.

Maximum ATTA agrees to provide emergency service promptly if any trouble should develop between the regular examinations. The Purchaser agrees to notify Maximum ATTA without delay if such trouble occurs. This emergency service, limited to the investigation of trouble, passenger assistance, minor adjustments, and minor repairs, and that can be accomplished in two hours or less by one technician will be available on a 24-hour basis (billed as an extra). This service outside regular working hours is not included in the Agreement price (billed as an extra). We will respond to non-emergency callbacks during regular working hours within an average of 4 hours of notification.

All maintenance procedures and repairs will be performed during the regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Agreement, a Call-back is a response by Maximum ATTA to a request for service or assistance made (a) by the Purchaser or Purchaser representative, (b) by the building or building representative; (c) by emergency personnel; (d) and/or through the ADA phone line.