

MOTION ELEVATOR LLC

ELEVATOR PREVENTIVE MAINTENANCE AGREEMENT

5915 Park Drive, Margate, FL 33063

Phone: (954) 970-0020 ~ Fax: (954) 969-8770

www.motionelevator.com

Purchaser:

Hillcrest Condominium Building #3

Location

940 S. Hillcrest Court

Hollywood, FL 33021

Description of Elevators

Serial 04029, Capacity 1500lbs

One(1) Passenger Elevator Serving 3 Stops

Purchaser Initial _____

1

MEI Initial _____

MOTION ELEVATOR, INC.
Maintenance Agreement

I. Introduction

This Maintenance Agreement (“Agreement”) is entered into between Hillcrest Condominium, #3 “Client,” “Association,” or “Management” or “owner”) and Motion Elevator, Inc. (“MEI”). All references to the “Contract” or “Agreement” entitled “Motion Elevator, Inc. Preventive Maintenance Agreement” and submitted by MEI to Association for elevator maintenance service. The Premises and elevators falling under the auspices of this Agreement are defined on the preceding page.

II. General Scope

MEI will maintain the elevator equipment as hereinafter described, on the terms and conditions subsequently set forth. We will use certified trained personnel directly employed and supervised by us. In the event Client is a condominium or other association, MEI shall provide at least one but no more than three certified elevator personnel. They will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper operating condition. Upon arrival and departure from the premises where the work is being performed, all MEI employees shall report to the Association’s property manager if on site. MEI shall keep a complete, semi-permanent record of inspections, maintenance and call back services for each unit. We will have no obligation to keep or maintain any records in excess of ten (10) years. MEI shall provide Client with access to such records at any time requested by Client.

Service shall consist of regular examinations of the elevator equipment, but in no such event will the regular examinations exceed one per calendar month. Such examination shall include oiling and cleaning the machine, motors and controller, oiling and/or lubricating bearings and guides; and making necessary minor adjustments at the time of regular examination. In all cases, MEI is to furnish whatever labor is necessary to perform such examination(s), but is not to furnish any material whatsoever, except as hereinafter specifically designated. The examination shall include examination of signal devices and door interlocks. MEI shall furnish necessary lubricants.

In addition to all the services and materials specified above, MEI will furnish hydraulic lifting fluid necessary for the proper functioning of the equipment, insofar as it is affected by the parts described above. However, in the event there is an underground or buried leak, lifting fluid and/or repair is to be provided solely at Client’s expense.

We will regularly and systematically examine, adjust, lubricate as required, and, if conditions warrant in our sole opinion, we will repair components of landing system, relays, door gibs, pick up rollers, door motor, resistors tube, push buttons, pulleys, spirators, door hanger rollers, controller fuses, magnet switches, and interlock keeper.

Further examinations shall be conducted on the following items: Elevator Machine Room, Elevator pumping unit, including mechanical parts, packing, piston, drive motor, pumps, wires, valves, starter and contacts, relays, magnet frames, piping, seals, motor and door belts, hydraulic fluid and limit switches; emergency communication, emergency lighting, door protection, cab ventilation fans, indicators, signal light bulbs, car top, pit area and safety systems completed.

During the term of this Agreement, it is agreed and understood that all work performed on the elevator(s) at the Premises is to be performed by MEI. In the event that repairs are required that are not covered under this Agreement, MEI shall retain a right of first refusal and as such, may (as its sole option) match any competitive bid and perform the required repairs or modernization upon submission by Client of a competitor’s proposal to view. If MEI does not match the competitive bid, then Client may have another elevator company perform the work. MEI shall not be held responsible for work that was performed by others and any repairs by MEI to work performed by others under the events described in this section are not covered under this Agreement and chargeable by MEI.

MEI shall not be liable for loss, damage, or delay resulting from strikes, lockouts, fires, storms, acts of God, or other causes beyond its reasonable control. Other than as specifically detailed herein, no work, service or liability on the part of the MEI is included or intended. It is further agreed that we do not assume possession or management of any part of the equipment, but such remains Client’s exclusively as owner, lessee, association, manager, or any other entity with such apparent authority or ownership.

General Liability and Worker’s Compensation Certificates: Certificates shall be mailed annually by our agents. Additional copies can be submitted upon written request.

Purchaser Initial _____

2

MEI Initial _____

III. Client's Duties

Client agrees to provide MEI with the current wiring diagram reflecting all previously made changes for all units covered by this Agreement to facilitate proper maintenance of the equipment. MEI shall maintain the wiring diagrams henceforth so that they properly reflect any changes made by MEI. These diagrams will remain your property.

Client must provide a suitable machine room, including secured doors, waterproofing, lighting, and ventilation to maintain the room at temperature required by the manufacturer. Client agrees to immediately report, both verbally and in writing, any condition which may indicate the need for correction before the next regular examination.

Access codes, entry key(s) to building and machine room key(s) must be provided by Purchaser prior to first preventive maintenance.

Client agrees to instruct and/or warn passengers on proper use of the elevator equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations.

Client agrees to immediately report any condition that may indicate the need for correction before the next regular examination. Client shall be required to immediately shut down the equipment upon the manifestation of any irregularities in operation or appearance of equipment, or in the event of any accident or irregular occurrence involving elevator equipment. Client further agrees to immediately notify MEI, verbally (within one day) and in writing (within ten days), of any such issue and shall keep the equipment shut down until the completion of any repairs.

Client agrees to provide MEI personnel a safe place in which to work. MEI reserves the right to discontinue work in the building whenever, in MEI's sole opinion, MEI personnel do not have a safe place in which to work. Client agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room temperature to 50 degrees F (minimum) to 90 degrees F (maximum). Client agrees to maintain the elevator pit in a dry condition at all time. Should water or other liquids become present, Client is responsible for the removal of and the proper handling of such liquids.

IV. Initial Diagnostic Testing

We assume no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement, until a required diagnostic test has been completed. Should the systems not meet safety requirements, it shall be the responsibility of Client, at his cost, to make necessary repairs and to place the equipment in a condition which will be acceptable for coverage under the terms as set forth and excluded in this agreement. MEI shall not be held liable and is now and forever unequivocally discharged for damage to the building structure and elevator equipment resulting from this test.

Safety Tests

Test equipment as code requires. Hydraulic elevator, we will perform relief pressure tests once per year. Traction elevator, we will perform an annual no load test and at each fifth year a full speed of safety mechanisms, overspeed governors, car buffers, and counterweight buffers. You agree to pay for any costs of the inspector or inspection fees. At no time shall Motion Elevator, Inc., be responsible to contract with any independent third-party inspection company for these tests. Contracting and payment of an independent third-party inspector shall be the sole responsibility of the Owner/Agent. We shall be responsible to make arrangements for the aforementioned inspections as required on an annual basis and perform the test and we shall be responsible to make Owner/Agent aware of any approaching inspection dates where applicable.

Misleveling and Other Malfunctions: Under no circumstances shall MEI be responsible for the misleveling of cars at landings due to overloading, or where no notification of such condition has been received and/or MEI has not been afforded a reasonable time to effect remedial measures. In addition, if the existing elevators are of a type that has no self-leveling device, MEI will not be responsible for any losses arising from the misleveling of cars at landings irrespective of the receipt of notification of any such condition, In this regard, Client understands that misleveling conditions are inherent in such systems and that existing technologies can accomplish floor to sill leveling within 3/8 of one inch should Client resolve to remedy this problem. If desired, it is Client's responsibility to request and execute a proposal for upgrades and modernization of the elevator which would employ said technologies and reduce the likelihood of future misleveling events.

The following items or elevator equipment are not included in this Agreement: cosmetic construction and ancillary components of the elevator system, rails, piston, cylinder hole casings and other underground piping and connections, platform, car flooring, repairs or replacement of cabs, hoistway entrance frames, hoistway door panels and sills, door protection, debris in track, boards, solid state components, hydraulic valve, travel cables, main electrical power switches and feeders to controllers, motor windings,

piston seals, starters and contacts, Fire Service resets, removal of any foreign items from elevator pit, exhaust fans, key switches, emergency lights and batteries, emergency communication, and all other items as herein set forth and excluded in this Agreement.

Outdated Equipment and Modernization

With passage of time, equipment technology and designs will change. MEI accepts the elevator equipment and its component parts in their present condition with the understanding that MEI shall neither be required nor obligated to service, make renewals, or render repairs upon the elevator(s) or equipment by reason of negligence, obsolescence, misuse of the equipment, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond our control except ordinary wear and tear from commencement date of this agreement.

MEI shall not be required to install new attachments or parts upon the elevators as recommended or directed by insurance companies or any governmental agency or authority, or to make any replacements mentioned herein with parts of a different design or manufacturer. In the event that any part of the elevator becomes obsolete, outmoded, or is no longer manufactured by the manufacturer, it shall be Client’s obligation to replace the obsolete or outmoded part at Client’s expense. No work for which Client is responsible shall be performed without prior written consent. MEI assumes no responsibility for defects in original materials, original equipment, or any workmanship performed by any person or company who serviced the elevator(s) prior to the date of this Agreement. Repairs of any component under this section are chargeable items.

V. Schedule

Normal Working Hours: These Visits will be made upon request if trouble should develop or difficulties arise between our regular examinations. All calls will be answered during our regular working hours, which are Monday through Friday, 8:00 A.M. to 4:30 P.M. (except for scheduled holidays). MEI will respond to services requests during these hours at no charge. Service requests are defined as minor adjustments or emergency entrapments that can be resolved in two (2) hours or less (excluding travel time).

After Hours Service Requests:

Overtime emergency call back service is covered at no extra charge including holidays and weekends under this agreement. MEI will absorb the straight time costs of labor and overtime costs of labor. Labor costs include travel time, travel expense, and time spent on the job.

VI. Terms

Service under this Contract shall commence on the _____ day _____ 2023 and continue for a period of five (5) years and will be renewed for the same period of time unless Notice of non-renewal is received by either party at least ninety(90) days before the end of any subsequent term. Time is of the essence. Notice shall be sent by certified mail, return receipt requested.

The price of this service as herein stated shall be **one hundred fifty-eight** dollars (\$158.00) per month. The amount shall be billed quarterly and payable in advance by the first day of the first month for each quarter. MEI offers the option to pay monthly in advance by the first day of each month. Past due invoices will result in a service charge of 1.5% per month. MEI’s cost is reflected in this charge and there are no reimbursable costs for Client under the scope of this contract.

While any elevator is out of service, under repair, or otherwise out of operation at any time for any reason whatsoever, all obligations under this Agreement, including Client’s duty to make all monthly service payments, shall remain in full force and effect, unless otherwise agreed upon in a writing signed by the parties.

The contract price may be adjusted annually as the cost we incur for providing elevator service may increase. This increase is based on the percentage of increase in the straight hourly rate paid to elevator examiners plus fringe benefits. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness, general liability insurance, workers compensation, and metal index. Increases are not to exceed 4%, unless there are unforeseen, exceptional circumstances or if there is a material change to the areas being worked on. Client will be notified annually and in writing of any price adjustment.

Emergency Telephone Service: Re-programming and 24/7 monitoring of the elevator emergency telephone is available at a cost of \$22.50 per month, per elevator, if applicable.

- _____ Initials
- NOTE: Thirty (30) day written notice is required to cancel telephone monitoring.

VII. Miscellaneous

Insurance: MEI shall neither be required nor obligated to increase its insurance limit or add any additional coverage beyond those which are currently in place, unless required by law. Should MEI be requested to obtain any additional insurance, it would be at the expense of the requesting party.

Indemnity: Client acknowledges and agrees that by performing services as set forth in the Agreement, MEI does not assume liability for any injury to persons or damage to property which involve elevator(s) or its/their equipment, unless the claim for injury is directly a result of the grossly negligent acts of MEI or its employees.

Client unconditionally agrees to indemnify, defend, and hold harmless MEI, its affiliates, officers, employees, and representatives from and against any losses, costs, damages, and expenses resulting from claims for bodily injury or property damage arising under the terms of this Agreement or out of Association’s actions or omissions through the term of this Agreement, unless such bodily injury, property damage, or personal injury is determined to be the result of the gross negligence or intentional acts of MEI, its affiliates, officers, employees, or representatives, or of third parties.

In the event of litigation, MEI agrees to cooperate in the defense of litigation of claims arising out personal injury to persons in an elevator, in or about the elevator, or property damages which are not caused by the negligent acts of the MEI or its employees.

Merger: This Agreement and the acceptance hereof, shall constitute, exclusively and entirely, the agreement for the services to be rendered by MEI and all prior representations or agreements relating to such devices, whether verbal or written shall be deemed merged herein.

Modification: No changes or additions to this Agreement shall be recognized unless made in writing and signed by both parties hereto. This Agreement is not binding upon either party until it has been executed and delivered by both parties. The individuals signing this agreement warrant and represent that they are authorized to do so on behalf of their respective employers.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement.

Assignment: In the event of the sale, lease, or transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. 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. Client agrees to promptly notify us in writing of any change in ownership, lessor, lessee, or management of the premises at least thirty (30) days prior to such change. Should Client fail to do, Client shall remain responsible for payment of all further charges and any liability incurred by MEI.

Breach: Nonpayment of any sum due under this Agreement shall be considered a material breach hereof. In the event of a breach of this Agreement or the failure to pay any sum due or to become due under this Agreement within sixty (60) days of the billing date, repair, replacement and services will automatically lapse and, MEI may, at its option, cancel this Agreement and/or declare all sums due or to become due under this Agreement for the unexpired term of the Agreement due and payable in full as liquidated damages, and not as a penalty. Until same are paid, MEI shall be discharged and released from any obligations and/or liability under the terms of this Agreement.

Choice of Law and Dispute Resolution: In the event that it becomes necessary to enforce any of the terms and conditions of this Agreement or defend any claim arising out of this Agreement, the prevailing party shall be entitled to an award of all reasonable attorney’s fees and costs, through the County or Circuit Courts of the Seventeenth Judicial Circuit of Broward County, Florida. This Agreement is governed by Florida law.

The rights and remedies provided for under this Agreement are in addition to other rights and remedies provided by law.

If either party defaults in the performance of its obligations, the non-defaulting party shall send written notice by certified mail which reasonably describes the default. If within thirty (30) days the defaulting party does not cure the default, the non-defaulting party shall by a further ten (10) day written notice terminate this contract agreement. “Non-performance” is defined as our inability to remedy any deficiency after this notice and opportunity to cure.

Waiver: No assent or waiver, expressed or implied, of any breach of any one or more of the covenants, conditions, or provisions hereof shall be deemed or taken to be a waiver of any covenant, condition, or provision hereof or a waiver of any subsequent breach of the same covenant, condition, or provision hereof by either party.

Calendar Days: All references to “days” throughout this Agreement shall be construed to mean consecutive calendar days, unless otherwise specifically stated.

Notices and Mailings: Any written notices required under the Agreement shall be deemed given when delivered, if delivered in person, or four (4) days after being mailed by certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to any respective substitute address as the parties may designate by written notice in the manner aforesaid. Ten (10) days written notice shall be provided to the other party to change said address. All notices required pursuant to the Agreement shall be served by certified mail or hand delivery, or by email, upon the parties to the following addresses and to the email addresses provided by the parties to each other:

ACCEPTANCE:
Agreed and Accepted

By:
Hillcrest Condominium Building #3

SUBMITTED:

Office At: 5915 Park Drive
Margate, FL 33063

Approved for Motion Elevator, Inc

Authorized Signature

Printed Authorized Signature

Title _____ **Date** _____

Authorized Signature

Rose Marie Portelli

Printed Authorized Signature

Title Senior Mgr **Date** 4.13.2023