



ATLANTIC COAST
ELEVATOR SYSTEMS & LIFTS, INC



Safety And Customer Satisfaction Is Our Priority

Email: Atlanticelev@gmail.com

3907 North Federal Highway
 Suite 220
 Pompano Beach, FL 33064
 954-636-1193

Elevator Maintenance Agreement

Submitted To: *Lime Bay- Bldgs. (15),16,17,18,19*
~~9401 Lime Bay Blvd~~
 Tamarac, FL 33321

Equipment to be serviced:

Quantity	Manufacturer	Type of Unit	Unit Id/Serial #	# of Stops	Start Date
5	ModTac-22	Hydraulic	xxxxx	3	9/14/2020



SEPT. 19, 2020



Atlantic Coast Elevator Systems & Lifts Inc. agrees to maintain your elevator equipment as outlined in this contract. We will provide excellent maintenance that complies with the elevator safety code.

Dependable Maintenance

Atlantic Coast Elevator Systems & Lifts Inc. will perform the following services: Examine the equipment for proper operation, lubricate the equipment for smooth and efficient performance, revamp all signals as required during regular scheduled inspections, repair/replace components worn due to normal wear, and perform governor and safety tests on traction elevators and relief pressure tests on hydraulic elevators once per year.

Our examination, lubrication, and adjustment will cover the following component groups and related equipment of your elevator system:

- Control and landing positioning systems
- Signal fixtures
- Machines, drives, motors, governors, sheaves, and ropes
- Power units, pumps, valves, and jacks
- Car and hoist way door operating devices and door protection equipment
- Load weights, car frames, platforms, and counterweights
- Safety mechanisms
- ADA communications

Annual pressure tests and periodic inspections

We shall test equipment as outlined in the American National Standard Safety Code of Elevators and Escalators (ANSI A17.1) current edition as of the date this contract begins.

In the contract term, if any of the items above need to be replaced will be prorated between the Owner and Atlantic Coast Elevator Systems & Lifts Inc. Refer to "Other Considerations" section for items not covered by this contract. You agree to pay for any costs of the inspector or inspection fees.

In a Timely and Responsive Manner

We will service your elevators regularly. The maintenance service will be performed during normal business hours, Monday through Friday from 8:00 a.m. to 4:30 p.m. (except scheduled holidays). We respond to callbacks during these hours at no extra charge. Callbacks are defined as minor adjustments or repairs. Emergency callbacks outside of our normal business hours will be answered twenty-four (24) hours a day seven (7) days a week (*All after-hour callbacks will be answered at no extra cost to the customer- including weekends and holidays*).



24 hour Service

When a malfunction to your elevator equipment occurs a representative will answer your call quickly and professionally. A technician will respond promptly within twenty-four (24) hours a day. Atlantic Coast Elevator Systems & Lifts Inc. maintains a comprehensive parts inventory to support our field technicians. Replacement parts are normally available as necessary. Most specialized parts are available within 24 hours. All replacement parts used in your elevator will be new or refurbished to meet the quality standards of Atlantic Coast Elevator Systems & Lifts Inc.

Standard of Quality

Our technicians are devoted to the optimal safe and quality performance of each elevator, equipped with the tools and knowledge on how to test, troubleshoot, repair, and operate your elevator system. We utilize the latest in industry methods and technology as well as continually research advancements in the safety code and equipment requirements.

Product Information

You agree to provide Atlantic Coast Elevator Systems & Lifts Inc. with current wiring diagrams that reflect all changes, parts, catalogs, and maintenance instructions for the equipment covered by this contract. You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up for the software embodied therein. These items will remain your property.

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 equipment malfunctions between elevator inspections. You agree to report immediately any condition that may indicate the need for correction before the next regular inspection. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearances of the equipment, notify us at once, and keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to furnish to us legible copies of all accident reports pertaining to any claimed or actual accident or injury to person(s) or to property occurring in or near the elevator equipment. You agree to provide our technician a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our technician do not have a safe place in which to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation, and heat to maintain the room at a temperature of 50⁰F minimum to 90⁰F maximum. You also agree to maintain the elevator pit in a dry and clean 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.



Other Responsibilities

You agree not to permit others to make alterations, additions, adjustments, repairs, or replace any component or part of the equipment during the term of this contract. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this contract. In the event of the sale, lease, or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such successor is made aware of this contract and agrees to be bound by the terms hereof for the balance of the contract. Subject to termination as herein provided, you will be liable for the unpaid balance due for the full term of the contract.

You will not be discharged of your obligations on this contract until you have provided us with a copy of a written transfer of this contract the obligations of which have been accepted by an assignee who is, in our opinion, financially responsible and until we issue to you a written confirmation of your discharge from the obligations of this contract.

In consideration of the performance of the services and the furnishing of the materials as specified at the price stated in this contract it is expressly understood that Atlantic Coast Elevator Systems & Lifts Inc. Inc. assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system which is the subject of this contract regardless of any negligence upon the part of the owner, its employees, directors, agents, subcontractors, or any other person(s) or entity. You and the owner of the elevator equipment do unconditionally agree to discharge and acquit any and all claims, demands, suits, and proceedings brought against Atlantic Coast Elevator Systems & Lifts Inc. its directors, agents, and employees for losses of any kind, property damage, personal injury, or death that are alleged to have arisen or be connected with the presence of misuse of maintenance, installation, design, operation, or condition of equipment covered by this contract or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the joint negligence or sole negligence of Atlantic Coast Elevator Systems & Lifts Inc., its directors employees, or agents. Atlantic Coast Elevator Systems & Lifts Inc. costs and attorney fees will be included along with the allegations.

You agree to include Atlantic Coast Elevator Systems & Lifts Inc. as an additional named insured in your bodily injury liability and excess liability insurance policies. Such insurance must insure Atlantic Coast Elevator Systems & Lifts Inc. for those accidents, bodily injury claims, and property damage. You hereby waive the right of subrogation against Atlantic Coast Elevator Systems & Lifts Inc. It is understood that the elevator is owned by the customer, is under the complete control of the owner, and the customer is responsible for its safe operation while in use at all times.

Other Considerations

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, sills car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller,



hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, "proprietary, discontinued or obsolete control equipment", communication devices, telephones, security systems not installed by us, batteries for emergency lighting, elevator cab lowering, air conditioners, heaters, ventilation fans, and all other items as set forth and excluded in the contract.

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may choose to do one of the following: 1) suspend all service without notice until all amounts due have been paid in full. Suspension of service will not relieve you of the continuing payment obligations during the suspension period. Tests or repairs occurring or required during the suspension period will be at your cost or 2) declare all sums for the unexpired term of this contract due immediately and terminate this contract. If Atlantic Coast Elevator Systems & Lifts Inc. elects to suspend service; we shall not be responsible for damages or injuries to persons or property from the lack of service

Callback service will be suspended at once anytime this agreement is not kept current and falls into arrearage, suspension of callback service will not relieve you of the full payment obligation.

Other Conditions

With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals, or repairs upon the equipment by reason of discontinued or obsolescence, misuse of the equipment, another's negligence, loss of power, electrical fluctuation including brown outs, surges, spikes, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm lightning, nuisance calls, acts of civil or military, strikes, lockouts, acts of God, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this contract, Atlantic Coast Elevator Systems & Lifts Inc. assumes no responsibility for the operation of the governor or safeties on traction elevator or the hydraulic system on hydraulic elevators under the terms of this contract until the test has been made. We shall not be liable for damage to the building structure resulting from the performance of the safety tests. Should the respective system fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this contract.

In the event a third party is retained to enforce, construe, or defend any of the terms and conditions of this contract, 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. You hereby waive trial by jury in any action against us and hereby consent that venue of any proceeding or lawsuit under this contract shall be at our sole discretion. In the event any portion of this contract is deemed invalid or unenforceable by a court of law, public policy, or stature, such finding shall not affect the validity or enforceability of any other portion of this contract.

Our rights under this contract shall be cumulative and our failure to exercise any rights given hereunder shall not forfeit or waive any rights and extension, indulgence, or change by us in the method, mode, or manner of payment. Any of its other rights shall not be construed as a waiver of any of its rights under this contract. In the event of litigation involving the collection of any sum due on this contract the prevailing party shall be entitled to an award of attorney's fees and court costs.

In the event of any work being done on any elevators, whether major repairs, installation, or modernization, Atlantic Coast Elevator Systems & Lifts Inc. reserves the right to submit a proposal on the lowest possible bid agreement.

At a Reasonable Cost

Customer Initial: 

The price for the services as stated in this contract shall be **\$95.00 (Ninety-five & 0/100 dollars)** per elevator; total services to the elevators on the property shall be **\$475.00 (Four hundred seventy five 00/100 dollars)** a month, payable and due a month in advance. Should you wish to pay the full year up-front, a 5% discount will be applied. Non-payment by you of any monies owing under this agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law. Time is the most important element.

In order to ensure continuous service, this contract will be automatically renewed for successive two (2) year period at the same price of the initial three (3) year period. This will remain in effect unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial three (3) year period, or ninety (90) days before the end of any subsequent two (2) year renewal period.

Notice shall be sent by certified mail, return receipt requested. Unilateral termination of this contract by you will result in substantial and significant loss and damage to Atlantic Coast Elevator Systems & Lifts Inc. Since the extent of any such loss or damage cannot be accurately ascertained with any degree of certainty, both parties in agreement specifically acknowledge and agree that any unauthorized unilateral termination hereof by you shall result in payment of liquidated damages to **Atlantic Coast Elevator Systems & Lifts Inc.** in the amount of twenty-five percent (25%) of the total contract price for the full term hereof.

Elevator Maintenance Agreement Acceptance

"Safety & Customer Satisfaction Is Our Priority"

Your acceptance of this contract and approved by an authorized manager of Atlantic Coast Elevator Systems & Lifts Inc. will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be merged herein, and no other changes or additions to this contract will be recognized unless made in writing and properly executed by both parties (in which no agent, employee, or service technician shall have the authority to waive or modify any of the terms of the agreement). Should your acceptance be in the form of a purchase order or other similar document, the provisions of this contract will govern 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 Atlantic Coast Elevator Systems & Lifts Inc.

Atlantic Coast Elevator Systems & lifts Inc.

By: [Signature]
Signature of Atlantic Coast Elevator Representative

Print: Karen Hunte (Owner)

Date: 9-7-20

Property Information

~~9101~~ Lime Bay- Bldg. (15),16,17,18,19
9401 Lime Bay Blvd
Tamarac, FL 33321

(PHASE 4) (9300, 9330, 9360, 9400, 9401)
LIME BAY BLVD.

By: [Signature]
Signature of Authorized Representative

Title: LCAM

Date: 9.3.2020

Print Name: Lorraine Thomas

Email Address: LIME BAY PHASE 4 @ gmail

Phone number: (954) 892-9112 .com

9190 Lime Bay Blvd.
Physical Address

TAMARAC, FL 33321
City, State, Zip Code

PHOENIX-LB 4
Billing Name

7680 NOB Hill Rd
Billing address

TAMARAC, FL 33321

Return to: Contract Department Atlantic Coast Elevator Systems & Lifts

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