

Have your elevator maintained the Right Way!

Phone (727)-686-6955 Fax (727)-827-2232

6250 42nd St. N Suite #8

Pinellas Park, FL 33781

[Ryan@Rightwayelevator.com](mailto:Ryan@Rightwayelevator.com)

**CLIENT NAME:** Ben Commons

**JOB NAME:** Seminole Square B

**ADDRESS:** 11620 Park Blvd.  
Seminole, FL 33770

**PHONE #:** 727-403-0307

**Equipment to Be Maintained:**

<u>Unit</u>	<u>Quantity</u>	<u>Manufacturer</u>	<u>State Number</u>	<u>Unit Capacity</u>	<u>Number of Stops</u>	<u>Start Date</u>
1		General	12336	2000	3	2-1-2015

Right Way Elevator Maintenance Incorporated agrees to maintain your elevator equipment as outlined in this agreement. We will provide a maintenance program that conforms to the elevator safety codes.

**ELEVATOR MAINTENANCE AGREEMENT**

**Dependable Maintenance**

Right Way Elevator Maintenance will examine the elevator equipment for proper operation, lubrication, and make any adjustment that will cover the following component groups and related equipment to ensure continued peak performance for your elevator system:

- Controls and landing positioning systems
- Signal Fixtures
- Power units, pump valves, and jacks
- Car and hoistway door operating devices and door protection equipment
- Safety mechanisms
- Lubricate equipment for a smooth and efficient performance
- Re-lamp all signals as required (during regularly scheduled visits)
- Repair or replace worn components due to normal wear (please refer to "other considerations" section for items not covered.)
- Test equipment as outlined in the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1, or current edition as of the date of this agreement
- We will perform relief pressure tests on hydraulic elevators once per year.

**Customer agrees to pay for any costs of the inspector and inspection fees from local and or State, that is required.**

### **Service Performed By Highly Factory Trained Right Way Elevator Maintenance Professionals**

Right Way Elevator Maintenance employees and elevator technicians will provide all maintenance courteously and dependably. Our elevator technicians receive ongoing training in general equipment development, and safety practices.

### **With Assurance of the Right Way Elevator Maintenance Quality**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us. They will be equipped with the tools and knowledge to troubleshoot your unique system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field experts. Our technical support facilities continuously research advancements in the industry and in your equipment.

Right Way Elevator Maintenance maintains a comprehensive parts inventory to support our field of operations. Replacement parts used in your elevator will be new or refurbished to meet the quality standards of our company.

### **In a Timely and Responsive Manner**

We will visit your elevator on scheduled routine visits (1 month intervals). These visits will be performed during normal business hours Monday through Friday 8:00am to 4:30pm (except scheduled appointments). We respond to call backs during these hours at no extra charge. Call backs are defined as minor adjustments or repairs. Call backs outside of our normal business hours and any overtime work or testing that **you** request will be billed as followed: Over time rate is to be \$120.00 per hour plus travel time.

**Or for an extra \$30.00 per month** all overtime is included in this contract. **Initial** 

When a malfunction to your elevator equipment occurs between visits, our technicians will respond promptly. You can reach us at our central dispatch at 727-686-6955 A trained representative will handle your call quickly and professionally.

### **At a Reasonable Cost**

The price for the services as stated in this agreement shall be **Eighty Eight Dollars, \$88.00 per month, or One Thousand Fifty Six Dollars, \$1,056.00 per year.** Non-payment by you of any monies owed under this agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law. Time is of the essence.

This agreement is effective for Two years starting UPON SIGNED ACCEPTANCE. This agreement shall automatically renew for successive two year periods until canceled. Cancellation must be sent 90 days before the anniversary of any 2 year period.

### **Annual Price Adjustments**

As the costs we incur for providing elevator service increase and decrease annually, we will adjust the price of your service accordingly on an annual basis. We will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate consists of the hourly rate paid to examiners plus fringe benefits.

Pricing may also increase or decrease in the event the equipment is modified from its present state.

## **Safety**

- You agree to instruct or warn passengers of 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 appearance of the equipment, notifies us at once, and keeps the equipment shut down until the completion of any repairs.
- You agree to give us verbal notice immediately and written notice within ten days after any occurrence or accident in or about the elevator.
- You agree to furnish us with legible copies of all accident reports pertaining to any claimed or actual accident or injury to persons or to property occurring in or near the elevator equipment.
- You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel 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 59 degrees F- minimum and 90 degrees F-maximum.
- You 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**

- You agree not to permit others to make alterations, additions, adjustment, 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 to be employed for any corrective work under this agreement.
- In the event of the sale, or 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 agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement and subject to termination as herein provided or otherwise be liable for the full unpaid balance due for the full unexpired term of the agreement. You will not be discharged of your obligations on this agreement until you have provided us with a copy of a properly executed written assignee that is in our opinion financially responsible, and we issue to you a written confirmation of your discharge from the obligations of this agreement.

It is understood that the elevator is owned by the customer and at all times, is under the complete control of the owner and customer who is responsible for its safe operation while in use.

### **Other Considerations**

Items not covered:

- We do not cover cosmetic, construction, or ancillary components of the elevator system.
- This includes 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, breakers, feeders to controller, hydraulic elevator jack outer casing, motors, pumps, starter contacts, slide guides, boards, door equipment, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, proprietary control equipment, communication devices, telephones, security systems not installed by us, batteries for emergency lighting and elevator cab lowering, air conditioners, heaters, ventilation fans, and all other items as set forth and excluded in this agreement.

### **Overdue Invoices**

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty days from the billing date, we may choose to do one of the following:

- Suspend all service until all amounts due have been paid in full
- Declare all sums for the unexpired term of this agreement due immediately and terminate this agreement.

If Right Way Elevator elects to suspend service, we shall not be responsible for damages or injuries to persons or property from the lack of service.

### **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 units. We shall not be obligated to service or make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, electrical fluctuation including brown outs, surges and spikes, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, 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 produced 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, and governmental agencies or authorities or any third party.

governor or safeties on traction elevator, or the hydraulic system in the hydraulic elevators under the terms of this agreement 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 agreement.

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. You hereby waive trial by jury in any action against us and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be at Pinellas County FL.

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.

Our right 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. In the event of litigation involving the collection of any sum due on this agreement, the prevailing party shall be entitled to an award of attorney's fees and costs at the trial and appellate levels.

#### **Acceptance**

Your acceptance of this agreement and its approval by an authorized manager of Right Way Elevator Maintenance will constitute exclusively and entirely the agreement for 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 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, employee, or service technician shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized manager of Right Way Elevator Maintenance, Inc.


Accepted:  
Right Way Elevator Maintenance, Incorporated

By: \_\_\_\_\_  
*Signature of Right Way Elevator Maintenance Representative*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Name of Purchaser**

By:  ON BEHALF OF BOARD  
*Signature of Authorized Representative*

Title: PROPERTY MANAGER

Date: 2/28/15

**Please Complete The Following Information:**

DUNCAN McCLAIN Contact Name

11620 PARK BLVD Physical Address

SEMINOLE, FL 33772 City, State, Zip

BEN COMMONS  
(727) 403-0307 Contact Phone Number

\_\_\_\_\_  
Billing Name

Leading Edge C.A.M.  
901 N Hercules, Suite A  
Clearwater, FL 33765  
Billing Address

\_\_\_\_\_  
City, State, Zip

**Return To:**  
**Right Way Elevator**  
**6250 42nd St. N #8**  
**Pinellas Park, FL 33781**