



1 N.W. 28th Street • Boca Raton, FL 33431 • Phone: 800-787-0436

ELEVATOR MAINTENANCE AGREEMENT

| Maintenance: Bella Harbor Condominium | | | |
|--|--------------------------------------|-----------------------|---|
| Proposal Date: | 5/19/2023 | Proposal Number: | MAI0022216 |
| Purchaser Name: | Bella Harbor Condominium Association | Purchaser Address: | 300 Bella Harbor Ct Palm Coast, FL 32137 |
| Primary Contact: | Steve Whitfield | Service Summary: | FMREG/Monthly |
| Contact Phone: | (214)533-7370 | Contact Email: | MsnStephen@msn.com |
| Delaware Elevator Representative | Kimberly Fox | Representative Email: | KFox@DelawareElevator.com |

DELAWARE ELEVATOR, INC (Hereinafter called the Company)

Through our office located at:

13720 Old St. Augustine Rd. Suite 8-227, Jacksonville, FL 32258

Agrees to service the elevator equipment described herein on the following terms and conditions.

EQUIPMENT DESCRIPTION

| Equipment Type | EQU. ID | #Landings | Openings (F,R,S) | Capacity | Controller |
|-----------------------|---------|-----------|------------------|----------|--|
| Hydraulic Submersible | 91180 | 4 | 4,0,0 | 2500 | Virginia Controls - V3MH Elevator Controller |
| Hydraulic Submersible | 91181 | 4 | 4,0,0 | 2500 | Virginia Controls - V3MH Elevator Controller |
| Hydraulic Submersible | 91182 | 4 | 4,0,0 | 2500 | Virginia Controls - V3MH Elevator Controller |

EQUIPMENT LOCATIONS

| EQU. ID | Location |
|---------|---|
| 91180 | 575 Palm Harbor Pkwy Elevator #1 |
| 91181 | 575 PALM HARBOR PKWY ELEV #2 |
| 91182 | 575 PALM HARBOR PKWY , Palm Coast, FL 32137 ELEV #3 |

I. WHAT IS INCLUDED

The Company will use its employees, trained for this work, and supervised by the Company's technical management personnel to do the following:

- A. Perform a monthly program of examinations, lubrications, adjustments, and cleaning.
- B. When conditions warrant, in the judgement of the Company, replace or repair the following: (unless excluded)

Hoisting Machines and Machine Brakes, Motor Generators or Solid State Motor Drive, Controls, Selector, Dispatch, Signal and Relay Panels, Control Cables, Car and Counterweight Safeties, Brake Coils, Linings, Shoes and Pins, Deflector and Compensating Sheaves and their contacts, Limit Landing, Leveling and slow down switches, Brushes, Commutators, Windings and Coils, Contacts, Relays, Resistors and Transistors, Solid State Panels, Boards and Control Devices, Hydraulic Valves, both Manual and Automatic.

Dispatching Devices, Hoisting Motors, Add Hydraulic Fluid, Selector Motors and Drives, Guide Shoe Gibs or Rollers, Worms, Gears, Bearings and Rotating Elements, Overspeed Governors, Mufflers and Silencers, Anti-Creep Devices, Signal Lamps (Replacement during regular visits only), Operating Buttons and Switches, Hatch Door Interlocks and Gate Operating Equipment, Packing and Seals for single stage Hydraulic Pistons, back Up Batteries in relation to emergency lighting and Alarm bells only.

- C. Furnish and apply lubricants as compounded to the Company's specifications.
- D. Lubricate guide rails except for roller guide installations.
- E. Re-lamp all elevator signals, but only during regularly scheduled visits.
- F. Periodically equalize the tension on the hoisting cables.
- G. Perform an annual No-Load, Low-Speed Test of the car and counterweight, safeties, governors and buffers.
- H. Analyze periodically the equipment when deemed appropriate by the Company.
- I. Periodically inspect elevator hatchway equipment, including rails, door hangers, car tops, hatchway switches and buffers.
- J. Make replacements, adjustments and repairs to the equipment required by reason of ordinary wear and tear, that is included in Section B
- K. Upon written request from Purchaser, recommend additional equipment or modifications of existing equipment to discourage vandalism to, or misuse of, any part of the equipment.
- L. Perform annual pressure relief test and/or annual safety test.
- M. Monitoring of the elevator emergency phone will be provided by Delaware Elevator. It is the responsibility of Owner to have a working phone line.
- N. We will periodically conduct field audits of our personnel and the units to maintain quality standards
- O. Delaware Elevator Florida provides a one-time courtesy on any nuisance/running on arrival call backs.

II. WHAT IS NOT INCLUDED

A. Repair and/or replacement of the following items:

Cylinders, Pistons and Plungers, Packing and Seals for multi-stage Hydraulic Pistons, Synchronization Devices or Inverted Packings and Seals, Casings and Buried Piping, all Pipe and Pipe Fittings, Wiring and/or Conduits, Hoistway Gates, Doors, Frames and Sills, Hoistway Enclosures, Traction Rope Grippers, Emergency Car Lights, Alarm Bells, Batteries and all battery powered Equipment, Car Enclosures (Including Panels, Doors, Gates, Ventilation Equipment, Drive, Hydraulic Power Units, Telephones, Ceilings, Diffusers, Light Tubes, bulbs and Remote Monitors, Card Readers, Key-switches/Key Pads, Handrails, Mirrors, Carpets and Applied Floor Coverings), Pipe and Pipe Fitting located Above Ground. Main Structural Items (To Include: Rails, Rail Brackets and Inserts), Conduits and Wiring Ducts.

Cover Plates for Signal Fixtures, Machine Room Door Hardware and Hinges, Smoke and Heat Sensors, Main Line Power Switches, Main Line Fuses, Breakers and Feeders to Elevator, Control Equipment, Tank Heaters & Coolers, Hydraulic Reservoir Tanks, Electronic Door Edges, Communication Systems, Computers, Servers, Software, Touchless Displays, Security Systems Hoisting and Governor Cables and their Fastenings, Disposal of Used Oil, Music Systems, Heating Systems and/or Air Conditioning Systems. Equipment damage caused by vegetable/contaminated oil.

B. Call backs and/or damages caused by fluctuations beyond 10% plus or minus the rated voltages, electrical power surges, spikes, brown outs, or lightning storms.

C. Adverse elevator operation because of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit).

D. Full Load Safety Tests, Independent Inspectors fees, re-inspection fees, or any other State fees. To be performed at our standard billing rates. **Inspector costs are not included*

E. Additional features, code changes, attachments or replacements with parts of different design when recommended or directed by government authorities or insurance carriers.

F. Replacements, repairs, or adjustments caused by using vegetable oil, vandalism, water, accidents, storms, fire department, misuse, obsolescence and/or proprietary equipment/tools. Obsolete items (defined as parts, components, or equipment either 25 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by Re-fabrication).

G. This contract does not cover inspection, lubrication, adjustment, or cleaning that requires disassembly. **Inspector costs are not included*

H. We will not be required to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; or to provide reconditioned or used parts.

I. Removal of water from pit area, including in the event the water is contaminated with hydraulic fluid. It shall be the Owner's responsibility to remove any water from the pit and provide reasonable measures to prevent future water intrusion into the pit and hoistway.

J. Pre-existing Outstanding Inspection Violations and Open Permits.

III. PURCHASER’S RESPONSIBILITIES

- A. The prices and services as outlined herein are based upon the Purchaser furnishing to the Company legible, current wiring diagrams for the equipment to be serviced.
- B. The Purchaser is to provide the Company with free and full access to the equipment for the performance of its services.
- C. Safe working conditions in and around the equipment is essential to the performance of this agreement and must be maintained by the Purchaser.
- D. in the event of the sale, lease, or other transfer of the elevators, dumbwaiters, lifts or LULA’s described herein, or the premises in which they are located. PURCHASER agrees to see that such successor is made aware of this contract and assumes and agrees to be bound by the terms hereof for the balance of this contract, and subject to termination as herein provided, or otherwise be liable for 50% of the unpaid balance due for the full unexpired terms of the contract: provided, however, that in any such case Delaware Elevator may in its sole discretion terminate the contract with any such successor at any time upon thirty (30) days advance notice in writing. Purchaser shall pay as an addition to the price stated, a sum equal to the amount of any taxes which may now or hereafter be expected from purchaser or seller on account hereof.
- E. Purchaser shall not permit others to make alterations, additions, adjustments, repairs, or replacements to the equipment being serviced hereunder.
- F. To report immediately any condition which may indicate the need for correction, service, or maintenance before the next regular examination.
- G. To remove the elevator from service and to preclude public access thereto in the event of malfunction, and to immediately notify the company thereof.
- H. You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnect/s located in the elevator equipment room.
- I. You agree to provide us unrestricted ready 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.
- J. 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.
- K. In the event you obtain competitive pricing, you will not allow others to make alterations, additions, adjustments, or repairs to the equipment without Delaware Elevator to have the right of first refusal (ie., match the competitive price).
- L. If the purchaser requests a specific scheduled visit a surcharge will be applied to the monthly fee.

IV. HOURS OF SERVICE

All work will be performed during the regular working hours of regular working days of the elevator trade, unless otherwise specified below, 8 a.m. – 4:30 p.m. Monday - Friday. The company will respond to callbacks within 2-4 hours of notification, unless we are prevented from doing so by causes beyond our control.

The Company will provide emergency minor adjustment call-back service:

| Service Selected | Description of Service |
|------------------|---|
| FMREG | During regular working hours of regular working days only. Overtime service calls shall be billed at our standard overtime rates. |

In the event a unit malfunction occurs between regular examinations, at your request we will dispatch an examiner to perform emergency minor adjustment callback service. In the event Delaware Elevator receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance Delaware Elevator shall respond to the emergency call from the phone in the elevator. The visit will be treated as a callback.

V – CLARIFICATIONS

VI. LIMITS OF LIABILITY

The Company assumes no liability for:

- a. Injuries or damages to persons or property except injuries or damages caused by the Company's acts or omissions.
- b. Death, injury or other damage to or caused by unauthorized persons in, on, or about the elevator, including the elevator's roof, cables, shaft and the equipment for its operation.
- c. Death, injury or other damages caused by design defects in the Purchaser's equipment not the correction of any such design defects.
- d. Any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, pandemic, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief or acts of God.
- e. In the event, a part is on back-order and cannot be obtained from an alternate vendor and within a reasonably comparative cost, the Company will not be found liable and/or in default of fulfilling its contractual obligations. The Company will provide evidence of the back-order as requested.

VII. EFFECTIVE DATE

This agreement shall be for a term of 5 year(s) commencing at Midnight on 10/9/2023 and ending at Midnight on 10/9/2028. This agreement shall be renewed automatically for additional terms of 5 year(s) unless terminated by written notice by either party, mailed and post marked at least ninety (90) days prior to the end of the term or any renewal thereof.


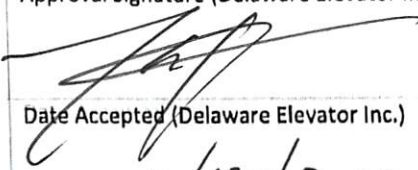
1. The price for this service shall be: \$540.00 Per Monthly term, payable Monthly, in advance, plus any local, state or federal taxes assessed in connection with this contract.

This price as established herein is based upon the existing use and occupancy of Purchaser's facility. Future changes in these factors may significantly alter the Company's ability to provide the specified services at the contract price. In the event of such change, the Company will notify the Purchaser in writing of a recommended modification of this agreement. Delaware Elevator reserves the right to adjust the Contract Price because 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. The percentage increase of the Contract will not exceed 7.00%, annually.

2. Payments in arrears for thirty (30) days or more shall be considered, delinquent and shall be increased by a finance charge of 2% per month, Payments not received within sixty (60) days shall constitute a breach of contract and the Company may, in the event of such breach, terminate this agreement by giving thirty (30) days written notice. The balance in full of this contract is then due.
3. This agreement may be canceled at any time for non-performance. Non-performance is defined as the Company's inability to correct any deficiencies in "included items" that arise during the term of this agreement. Company has 30 days from Purchaser's notification to remedy any item without penalty.
4. In the event the contract is canceled without cause the purchaser agrees to pay full remaining contract value.
5. This contract is transferable or assignable.

VIII. ACCEPTANCE

- a. This proposal, when signed and accepted by the Purchaser and approved by an authorized representative of the Company, shall constitute the agreement between the parties, and all prior representations or agreements, whether written or verbal, are superseded.
- b. If the Purchaser's acceptance or subsequent renewal of this agreement is in the form of a purchase order or similar document; the provisions of this agreement shall govern in the event of conflict or omission.
- c. The parties to this agreement hereby agree that any disputes regarding this agreement or the work performed, or products supplied in accordance therewith, shall be resolved in a court of competent jurisdiction in Palm Beach County, Florida. The parties to this agreement hereby expressly waive any right to federal jurisdiction, whether premised on diversity of citizenship or federal question. The parties hereby agree that to the extent that Delaware Elevator of Florida, Inc., is successful in any such litigation, including, Delaware Elevator of Florida, Inc. shall be entitled to have its costs paid by the non-prevailing party including, but not limited to, the attorneys' fees resulting therefrom. If purchaser fails to pay in a timely manner, and Delaware Elevator of Florida, Inc. is required to employ third parties to collect any outstanding balance, purchaser will be responsible for all costs incurred by Delaware Elevator of Florida, Inc. in doing so.

| Pricing/Contract Acceptance | |
|--|---|
| Printed Name (Customer, Authorized Signatory) | Printed Name (Delaware Elevator Inc. Authorized Signatory) |
| <i>STEVE WHITFIELD</i> | <i>Jason Farkas</i> |
| Signature (Customer) | Approval Signature (Delaware Elevator Inc.) |
|  |  |
| Date Accepted (Customer) | Date Accepted (Delaware Elevator Inc.) |
| <i>10/9/2023</i> | <i>10/17/2023</i> |

*Pricing Valid for 120 days from date of receipt

Required by Delaware Elevator:

| BILL TO INFORMATION | |
|---------------------|---------------------|
| Company: | |
| Address: | 300 Bella Harbor Ct |
| Address 2: | |
| City: | Palm Coast |
| State: | FL |
| Zip: | 32137 |

| ACCOUNTS PAYABLE CONTACT | |
|--------------------------|--------------------|
| Name: | Steve Whitfield |
| Office Phone: | (214)533-7370 |
| Mobile Phone: | (214)533-7370 |
| Fax: | |
| Email: | MsnStephen@msn.com |
| Alternate Email: | |

| PRIMARY SITE CONTACT | |
|----------------------|-----------------|
| Name: | Steve Whitfield |

| | |
|------------------|--------------------|
| Office Phone: | (214)533-7370 |
| Mobile Phone: | (214)533-7370 |
| Fax: | |
| Email: | MsnStephen@msn.com |
| Alternate Email: | |



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Florida

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Full Maintenance Agreement