



FIRST STATE
ELEVATOR

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Unit 7
Newark, DE 19711

FirstStateElevator.com

MOVING UPWARD

ELEVATOR MAINTENANCE AGREEMENT

PREVENTATIVE PLAN

Date: August 1, 2023

Customer: Town of Elsmere
11 Poplar Avenue
Elsmere, DE 19805
(Herein called Purchaser)

This agreement is for elevator maintenance on the equipment described herein on the following terms and conditions:

Building Location of Elevators: 11 Poplar Avenue
Elsmere, DE 19805

I. Contract Price

First State Elevator, Inc. (hereinafter called Company) proposes to furnish PREVENTATIVE MAINTENANCE SERVICE on the ONE elevator in the building located at 11 Poplar Avenue in Elsmere, DE beginning August 1, 2023, for a yearly sum of ONE THOUSAND THREE HUNDRED EIGHTY DOLLARS, payable monthly at the sum of \$ 115.00 upon the receipt of invoice based on performing all work during regular working hours. This contract is also subject to an annual increase of 3%.

This price as established herein is based upon the existing use and occupancy of Purchaser's facility. Future changes in these factors may alter significantly 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. If the parties cannot agree to such modification, either party may terminate this agreement ninety (90) days from the mailing of the written notice.

Payments in arrears of thirty (30) days or more shall be considered delinquent and shall be increased by a finance charge of 1.5% per month. Payments not received within sixty (60) days shall constitute in a breach of contract and the Company, in event of such breach, may terminate this agreement by giving thirty (30) days written notice. The balance in full of this contract is then due.

II. Scope of Work

The Service under this agreement shall consist of examination of the elevator(s) periodically. Examination including examination of the elevator equipment, including oiling, lubrication, cleaning of motors, pump units, controllers, car tops and pits, elevator rooms, greasing or oiling of oil bearing and guides, and minor adjustments, all at the time of the periodic examination. We will include oils and lubricants, cleaning fluids, and cleaning cloths.

III. Exclusions

Fuses, parts, relays, door equipment, push buttons, motors, contacts, hydraulic oil, etc., are not covered under this agreement. Providing parts or labor to perform any work outside of the scope of work would require additional billing.

Current Billing Rates: Effective July 1, 2022

	<u>Mechanic</u>	<u>Team</u>
Straight Time	\$ 150.00	\$ 235.00
Overtime	\$ 225.00	\$ 352.50
Double Time (Holidays/Sundays)	\$ 300.00	\$ 470.00

Company is not responsible under this contract, for any work on the shaft way enclosure or motor room, the furnishing of electric power, or repairs to the power feeder wiring, the renewing of any type of car enclosure, dome, slide doors or gates, flooring, painting, redecorating, or refinishing of elevator cab, gates, doors, replacement of car lights, or car light fixtures or globes, emergency power equipment or additional tests as ordered by any governmental or other agency having jurisdiction.

Company will not be required to make any repairs, renewal alterations, or substitutions necessitated by reason of negligence, vandalism or misuse of the equipment, or by any reasons beyond our control. We shall not be required to install new attachments or make changes on the elevator(s) as directed by Insurance Companies, or governmental authorities, or to make any replacements mentioned herein with parts of a different design.

All safety tests whether required by code or not are not covered by this contract. All safety tests will be billed at the current per hour rate of labor.

IV. Miscellaneous Provisions

The items listed below show considerable wear and will have to be replaced in the near future. The Company is accepting these items in their present condition, with the understanding that when these items are replaced, a charge will be incurred, in addition to the contract price, for the replacement of said equipment:

THIS SECTION LEFT INTENTIONALLY BLANK

V. Purchasers 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. The Purchaser is to provide to the Company with free and full access to the equipment along with safe working conditions in and around the equipment maintained by this service agreement.
- b. In the event of any change in ownership, management or tenancy of the premises, the effect of which is to relieve the Purchaser of responsibility for the maintenance of the equipment covered by this agreement, the Purchaser shall advise the Company not less than thirty (30) days prior to such change of the name and the address of the person to be responsible in order to permit the Company to negotiate a new agreement under the same terms and conditions with such person. Purchaser shall continue to be liable for payments under the agreement for a period of sixty (60) days from the change or until the new agreement is effective whichever is sooner.
- c. Purchaser shall not permit others to make alterations, additions, adjustments, repairs or replacements to the equipment being serviced in this agreement.
- d. To remove the elevator(s) from service and to preclude public access thereto in the event of malfunction, and to immediately notify the company thereof. To report immediately any condition which may indicate the need for correction, service or maintenance before the next regular examination.
- e. The Owner, or representatives, agrees to keep the elevator pit, and motor room, free from water, debris, building materials, or any form of storage, with the exception of any materials required in the service and repair of elevators.

VI. Hours

If Purchaser requests any work included in this agreement to be performed other than within the hours listed below, the Company will bill the Purchaser an additional amount equal only to the differential between the Company's normal straight time billing rates and overtime billing rates in effect at the time of service.

All work will be performed during the regular working hours of regular working days of the elevator trade, unless otherwise specified, 8:30am – 4:30pm Monday thru Friday. The Company will provide emergency minor adjustment callback service during regular working hours of the regular working days only. Overtime call-back service is available Twenty-Four Hours (24Hours) daily, Seven Days Weekly (7 Days Wk), but the Owner agrees to pay the Company for any overtime billing required for working outside of the regular working hours.

VII. Limit of Liability

The Company assumes no liability for:

- a. Injuries or damages to persons or property except injuries or damages caused by the Company acts or omissions.
- b. Death, injury or other damages to or caused by unauthorized persons in, on, or about the elevator, including the elevator roofs, 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 caused by acts of vandalism, strikes, lockouts, fire explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or by any cause beyond the Company's reasonable control, and, in no event shall the Company be liable for consequential damages.

VIII. Effective Date

This agreement shall be for a term of THREE (3) years commencing at midnight on August 1, 2023 and ending at midnight on July 31, 2026. This agreement shall be renewed automatically for additional terms of TWO (2) years until 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. If you are not stratified with our service and we can't, make it right for you; you can terminate the contract in 90 days from the date a certified letter is mailed to FSE from you stating you want to terminate.

IX. Acceptance

- a. This proposal, when signed and accepted by the Purchaser and approved by an authorized representative to 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.

FIRST STATE ELEVATOR, INC.



Kimberly Connell
President

8-1-23
Date

Accepted By:



Purchaser's Authorized Representative

7/1/2023
Date