



1001 Broken Sound Pkwy NW • Boca Raton, FL 33487 • Phone: 800-787-0436

ELEVATOR SERVICE AGREEMENT

Le Chateau Royal - Maintenance Renewal

Created Date:	8/1/2025	Proposal Number:	MAI0047663
Proposal Date:	3/5/2026		
Purchaser Name:	LE CHATEAU ROYAL CONDOMINIUM ASSOCIATION, INC.	Purchaser Address:	3540 S. Ocean Blvd South Palm Beach, FL 33480
Primary Contact:	David Shore	Service Summary:	FMREG
Contact Phone:	5615853940	Contact Email:	manager@lcrc3540.com
DEI Representative:	Grant Vara		
Contact Phone #:	561-492-3844		
Email Address:	GVara@DelawareElevator.com		

Delaware Elevator of Florida, Inc. (Hereinafter called the Company)

1001 Broken Sound Pkwy NW , Boca Raton, FL 33487

Through our office located at:

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
Geared Traction	East / 11908	9	9,0,0	3000	MCE - H-1000
Geared Traction	West / 11977	9	9,0,0	3000	MCE - H-1000

EQUIPMENT LOCATIONS

EQU. ID	Location
East / 11908	3540 S. Ocean Blvd South Palm Beach, FL 33480
West / 11977	3540 S. Ocean Blvd South Palm Beach, FL 33480

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 regular program of examinations, lubrications, adjustments, and cleaning. DEF will employ one or more elevator professionals to service your account at any given time, with additional personnel to be provided as needed.

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, 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.

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. Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, Delaware Elevator of Florida, Inc. assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevator, or the hydraulic system on applicable hydraulic elevators under the terms of this agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those test, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that Delaware Elevator of Florida, Inc. shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this agreement.

M. Monitoring of the elevator emergency phone will be provided by Delaware Elevator of Florida, Inc.. 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

II. WHAT IS NOT INCLUDED

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

Delaware Elevator of Florida, Inc. Ver 2025.2

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, 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. With the passage of time, equipment technology and designs will change. If (1) A component can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety. (2) any part or component of your equipment covered under this Agreement cannot, in Delaware Elevator of Florida, Inc. sole opinion, be safely repaired and (3) a new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. Components include without limitation any part, component, assembly, product or firmware or software module. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

G. This contract does not cover inspection, lubrication, adjustment, or cleaning that requires disassembly.

H. 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 hoist way.

I. Violations or other reported/recommended items existing prior to the date of this Agreement. The cost of correcting these violations are your responsibility. If such Code violations or other outstanding safety violations are not corrected in accordance with this Agreement, Delaware Elevator of Florida, Inc. may with respect to the equipment not meeting Code requirements cancel this Agreement without penalty by providing thirty (30) days written notice. Delaware Elevator of Florida, Inc. will not be responsible for any re-inspection costs.

J. Delaware Elevator of Florida, Inc. will not be responsible for any fees or charges associated with customer-preferred portals, software platforms or subscriptions.

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 of Florida, Inc. 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 of Florida, Inc. 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.
- M. Under no circumstances shall Delaware Elevator of Florida, Inc. be responsible for the misleveling of cars at landings due to overloading, or where no Notification of such a condition has been received and/or Delaware Elevator of Florida, Inc. has not been afforded a reasonable time to effect remedial measures. In addition, if the existing elevator(s) are of a type that have no self-leveling device, Delaware Elevator of Florida, Inc. 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, Owner understands that misleveling conditions are inherent in such systems and that existing technologies can accomplish floor to sill levelling within 3/8 of an inch should Owner resolve to remedy this problem. If desired, it is the Owner's responsibility to request and execute a proposal for upgrades and modernizations of the elevator which would employ said technologies and reduce the likelihood of future misleveling events. Upon receipt of such request, Delaware Elevator of Florida, Inc. will schedule a site inspection, conduct a thorough analysis, and will, within 10 business days of said inspection, furnish said upgrade proposal.

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 of Florida, Inc. receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance Delaware Elevator of Florida, Inc. shall respond to the emergency call from the phone in the elevator. The visit will be treated as a callback.

V – CLARIFICATIONS

The annual price escalation under this Agreement shall not exceed four percent (4%) in any contract year.

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. DISPUTES

The parties hereto agree that any disputes arising out of this agreement or the work performed or products supplied in accordance herewith, shall be resolved by litigation in a court of competent jurisdiction in the State of Florida. The parties further 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 the substantially prevailing party in any such litigation, Delaware Elevator of Florida, Inc. will be entitled to have its costs and reasonable attorney’s fees paid by the substantially non-prevailing party.

VIII. EFFECTIVE DATE

This agreement shall be for a term of 5 year(s) commencing at Midnight on 3/16/2026 and ending at Midnight on 3/15/2031. 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: \$750.00 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 of Florida, Inc. 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 cancelled 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 thirty (30) days from Purchaser's notification to remedy any item without penalty. Company will not be liable for any failure or delay in performing the remedy under this Agreement due to causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control.

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.

6. As your Service provider under this Agreement, Delaware Elevator of Florida, Inc. will provide a number of services. The monthly Agreement price is based on all services provided. Any consideration for credits or prorations related to preventive maintenance visits will be reflected as a portion of the monthly price."

IX. 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.

Pricing/Contract Acceptance	
Printed Name (Customer, Authorized Signatory)	Printed Name (Delaware Elevator of Florida, Inc. Authorized Signatory)
Signature (Customer)	Approval Signature (Delaware Elevator of Florida, Inc.)
Date Accepted (Customer)	Date Accepted (Delaware Elevator of Florida, Inc.)

**Pricing Valid for 120 days from date of receipt*

Required by Delaware Elevator of Florida, Inc.:

BILL TO INFORMATION	
Company:	LE CHATEAU ROYAL CONDOMINIUM ASSOCIATION, INC.
Address:	3540 S. Ocean Blvd
Address 2:	
City	South Palm Beach
State	FL
Zip	33480

ACCOUNTS PAYABLE CONTACT	
Name:	David Shore
Office Phone:	5615853940
Mobile Phone:	
Fax:	
Email:	manager@lcrc3540.com
Alternate Email:	
Payment Preference:	Online Portal

PRIMARY SITE CONTACT	
Name:	David Shore
Office Phone:	5615853940
Mobile Phone:	
Fax:	
Email:	manager@lcrc3540.com
Alternate Email:	



Elevator Maintenance Proposal



Prepared for:

Le Chateau

3540 South Ocean Blvd

Palm Beach, FL 33480



260 Lock Road, Deerfield Beach, FL 33442

ELEVATOR SERVICE AND MAINTENANCE AGREEMENT

FOR: LE CHATEAU
3540 SOUTH OCEAN BLVD
PALM BEACH, FL 33480

MAINCO JOB # _____

Description of Equipment:

<u>Serial No.</u>	<u>Description</u>	<u>Stops</u>
TBD	Car #1	Nine (9)
TBD	Car #2	Eight (8)

New Monthly Service Subscription Fee:

\$310.00 per month for traction elevator

Total: \$620.00 per month

Performance

Mainco Service Corp. (hereinafter referred to as "MAINCO") will maintain the elevator equipment as described in this agreement using trained personnel directly employed and supervised by us. The service visits shall consist of regular monthly visits during the year. Examinations of the elevator equipment will include inspection, lubrication, minor adjustment, cleaning, and replacement of any worn parts or parts suspected of failure as specified in coverage.

Coverage:

Should conditions warrant, the following parts will be repaired as necessary: Controller components, selectors and dispatching equipment, relays, solid state components, transducers, resistors, condensers, power amplifiers, transformers, starting devices, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps and position indicating equipment, Adjust door operators, ,adjust car door contacts, adjust door protective devices, car and counterweight guide shoes, rollers, gibs, emergency car lighting batteries, interlocks, hangers, bottom door guides and closing devices.

Exclusions:

Elevator cab enclosures including but not limited to walls, doors, gates, ceilings, light fixtures, light bulbs, light tubes, handrails, mirrors, certificate frames, floor coverings, elevator rails and supports or the alignment of hoistway enclosures, door jambs, sills, door frames, car door hangers, mainline disconnects, conductor cables, hydraulic cylinders, hydraulic packings, pistons, jacks, unexposed piping, buffers, communication devices, batteries for emergency lights, ventilation fans, telephones, intercoms, heat sensors, smoke sensors, fire service reports, batteries for emergency lowering, security systems or key switches not installed by us, cameras, keypads, car readers and instruction or warning signs and all other items set forth and excluded in this agreement.

MAINCO will not be responsible, nor shall we be liable for repairs due to blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, rust, corrosion, storm damage, lightening damage, floor damage, nuisance calls (cars running on arrival), negligence, misuse or overloading of equipment, design and installation of equipment, accidents, strikes, acts of civil or military authorities, natural disasters or as directed or recommended by insurance companies, local , municipal, state, federal or any governmental authorities. Any part of the elevator equipment that becomes **Obsolete, outdated**, or is no longer manufactured by the original manufacturer, is also excluded. We assume no responsibility for any part of the elevator equipment upon which work has been done under this agreement.

Pre-existing conditions:

On takeover of new accounts any pre-existing violations or conditions would not be covered by the service agreement and will be billed separately. This is at the discretion of **MAINCO**. Non-payment of any services by the purchaser exceeding sixty days (60) will result in the suspension of service until all unpaid balances have been paid in full. Interest on the delinquent payments will accrue at the maximum rate allowable by law. Should delinquent payments exceed ninety days, **MAINCO** may also declare all amounts for the unexpired term of this agreement due immediately and terminate this agreement. Should services be suspended for lack of payment, we shall not be responsible for damages or injury to persons or property for lack of payment, we shall not be responsible for damages or injury to persons or property from lack of service. Should service be resumed you will be responsible for any costs incurred because of the service suspension.

It is agreed that **MAINCO** promises to maintain your elevator equipment as described in this elevator maintenance agreement. We will strive to protect your elevator investment with the highest quality service and quickest response possible.

_____ Customer Initial



During the term of this agreement, **MAINCO** will maintain a supply of frequently used replacement parts and lubricants selected by **MAINCO** to meet the specific requirements of the elevator equipment. In the event an elevator problem exists between service visits, our technicians will respond promptly. All service calls must be placed through the office by calling 954-742-6856. A trained representative will handle your call quickly and professionally.

Work Schedule:

All maintenance procedures, part replacements and repairs will be performed during the regular working hours weekdays from 8:00AM to 4:30PM (except for scheduled holidays). We will respond to callbacks during these hours at no additional charge. Any service calls placed on weekends, or after working hours will be subject to additional billing at the premium rate in lieu of the Overtime rate at \$185.00 per hour instead of \$285.00 which is at time and a half. Any service calls placed on Holidays will be subject to additional billing at \$370.00 per hour.

Callbacks are defined as minor adjustments or emergency entrapments. Callbacks outside of these regular hours and any requested overtime work or testing will be billed as per our time and material schedule.

Optional and Additional Services; Emergency Policies; and Time & Material (T&M) Service Rates, Terms and Conditions

Unless instructed otherwise in writing prior to Agreement commencement, the following services shall be performed upon verbal request by Customer, shall not require written approval, and shall be performed as necessary at the indicated rate(s), subject to the following terms/conditions:

Mainco Service Corp. Service Division – Notification Procedures and Contact Information:

All urgent service requests or emergencies must be called in to our main office number **(954) 742-6856**. Simply dial zero to reach a live operator 24hrs/day. Once a service call is placed, dispatch will categorize the call as "Emergent" (i.e. loud sounds, ride quality, any odors, and entrapments) which will be responded to within no more than four (4) hours. **MAINCO** staff will endeavor to respond to non-emergency service requests (i.e. light bulb changes, or any cosmetic issues) within 24-72 hours.

Customer should provide as much information as possible about the required service, including a general description of the service work, information about the equipment affected and the location/area of the problem, special conditions present, and the full contact information of the person or persons on site who will be familiar with the issue and who will provide **MAINCO** Service Technicians access to the premises.

Customers may expect an email reply or a return phone call within 24 hours for non-emergency service. In case of emergency a **MAINCO** representative will respond within two hours and will make the necessary arrangements to swiftly dispatch service operators to the customer's location.

_____ Customer Initial



MAINCO dispatches Service Technicians depending on the severity and/or urgency of the issue. Severe issues, such as emergencies, are dealt with immediately (same day). All other issues are scheduled based on a mutually agreeable schedule.

The customer is responsible for ensuring that an authorized customer representative is always on site while our Service Technicians are present. The customer representative will be required to acknowledge work performed by signing fieldwork tickets describing the services. Failure by the customer to always have an authorized customer representative present at the work site, and to ultimately verify/acknowledge completed work by signing **MAINCO**'s work tickets shall not, in any way, annul, reduce, or limit the customer's responsibilities to pay **MAINCO** for work performed and charges made in accordance with **MAINCO**'s Emergency & T&M Service Terms and Conditions.

Labor Classification Information

Labor classifications are generally based on the experience, specialized training, particular skill, and seniority level of each of our technicians. Unless otherwise agreed to in writing prior to work commencement, **MAINCO** shall be solely responsible for establishing which technician classification (and/or which combination of technicians) will be engaged to perform work for the Customer.

Overtime Rates

Overtime Rates are equal to the Regular Rates multiplied by 1.5. Overtime Rates are applicable to services performed between the hours of 4PM to 8AM Monday through Friday, or at any time on Saturday and Sunday, except National Holidays.

Double Time Rates

Double Time Rates are equal to the Regular Rates multiplied by 2. Double Time Rates are applicable to all services performed on National Holidays.

Travel Time

Travel time Charges shall not be applicable for ongoing Elevator Maintenance Services.

Overtime

All service calls made after working hours and weekends will be subject to additional costs. All service calls placed on National Holidays will be billed at a double (2x) rate.

Ownership of equipment and diagrams:

MAINCO does not assume possession or control of elevator equipment. As owner, operator, lessee or agent of the owner or lessee, you are solely responsible for all requirements imposed by any federal, state, or local law, code, ordinance, or regulation. If needed, it will be the owner's responsibility to provide wiring diagrams. You agree to provide **MAINCO** with current wiring diagrams and/or any changes for maintaining the equipment covered by this agreement. You agree to authorize us to produce copies of any programmable device or software used for the purpose of back-up should warrant conditions. If a copy of the wiring diagrams is not on site, **MAINCO** will provide a proposal for the purchase of this material.

_____ Customer Initial



Special Conditions or additions: (none)

Legal considerations:

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 costs and reasonable attorney fees. It is agreed that the venue of any proceeding or lawsuit under this agreement shall be in Broward County, Florida, or any other county which **MAINCO** chooses. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such findings shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not forfeit or waive those rights.

ANNUAL Safety testing: AS PER CODE REQUIREMENTS:

Our technicians are provided with safety training and will use appropriate safety equipment and will follow safe work practices. **MAINCO** will perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators once per year as outlined per ANSI A17.1 State and Local codes FOR AN ADDITIONAL FEE starting at \$205.00 per elevator for the first year with a 5% annual increase. All visual inspection costs are covered under this maintenance contract. However, we assume no responsibility for the operations of the governor or safety test on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this agreement. Should the systems not meet safety requirements, it shall be the responsibility of the purchaser, at your cost, to make the necessary repairs and to place the equipment in a condition which will be acceptable for coverage under the terms of this agreement. We shall not be liable for damage to the building structure resulting from any testing. The owner will also be responsible for the hiring of the required third-party witness required to complete the annual safety tests as well.

Safety and testing:

Our technicians are provided with safety training and will use appropriate safety equipment and will follow safe work practices. **MAINCO** will, at our discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators once per year as outlined per ANSI A17.1 State and Local codes. **MAINCO** will 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. Should the system not meet safety requirements, it shall be the responsibility of the purchaser, at your cost, to make the necessary repairs and or replace the failed device. Associated costs of Inspector oversight will be the sole responsibility of customer. The customer may use an inspection company of their choice, or **MAINCO** will schedule and provide one on their behalf. Category 5 (5 Year) Traction tests will be billed at \$2,500.00 with any retests due to device failure being billed at \$500.00 per occurrence. **MAINCO** shall not be liable for damage to the building structure resulting from any testing.

_____ Customer Initial



Your responsibilities:

It is agreed that we will provide safe, unrestricted access to all areas of the building where any elevator equipment is located. You agree that you will provide a safe place for us to work. We reserve the right to discontinue work, when in our sole opinion, our personnel do not have a safe working environment. You agree to keep all machine rooms and elevator pits sufficiently lit and in dry condition. You agree to provide a suitable weatherproof machine room, including secured doors, lighting, and ventilation to maintain a temperature between 50 to 90 degrees F. You agree to remove any water, waste or hazardous or stored material in accordance with applicable laws, codes, or regulations. You agree to keep all stairs, doors, ladders, handrails, and landings for access to the elevator equipment clear of debris and in good condition.

If an elevator is malfunctioning or is a possible safety hazard, you agree to notify us immediately and remove the elevator from service to prevent access or use of the elevator. You agree to notify passengers with instructions or warning signs in the event of an elevator problem. You agree to give verbal notice as soon as an elevator irregularity is noticed and a written notice to **MAINCO** of any accident or injury in or around the elevator within three (3) days of such occurrence.

You agree not to permit anyone other than **MAINCO** to make alterations, additions, adjustments, repairs or replacements to any component or part of the elevator equipment during the term of this agreement. You agree to accept our judgement as to the means and methods to be employed for any repairs, replacements, or corrections necessary for the safe and proper operation of the elevator equipment. **MAINCO** assumes no responsibility for defects in material or workmanship resulting from the original elevator installation. **MAINCO** will not be responsible for repairing any work performed by another vendor or elevator company.

Your responsibilities:

It is agreed that we will provide safe, unrestricted access to all areas of the building where any elevator equipment is located. You agree that you will provide a safe place for us to work. We reserve the right to discontinue work, when in our sole opinion, our personnel do not have a safe working environment. You agree to keep all machine rooms and elevator pits sufficiently lit and in dry condition. You agree to provide a suitable weatherproof machine room, including secured doors, lighting, and ventilation to maintain a temperature between 50 to 90 degrees F. You agree to remove any water, waste or hazardous or stored material in accordance with applicable laws, codes, or regulations. You agree to keep all stairs, doors, ladders, handrails, and landings for access to the elevator equipment clear of debris and in good condition.

If an elevator is malfunctioning or is a possible safety hazard, you agree to notify us immediately and remove the elevator from service to prevent access or use of the elevator. You agree to notify passengers with instructions or warning signs in the event of an elevator problem. You agree to give verbal notice as soon as an elevator irregularity is noticed and a written notice to **MAINCO** of any accident or injury in or around the elevator within three (3) days of such occurrence.

You agree not to permit anyone other than **MAINCO** to make alterations, additions, adjustments, repairs or replacements to any component or part of the elevator equipment during the term of this agreement. You agree to accept our judgement as to the means and methods to be employed for any repairs, replacements, or corrections necessary for the safe and proper operation of the

_____ Customer Initial



elevator equipment. **MAINCO** assumes no responsibility for defects in material or workmanship resulting from the original elevator installation. **MAINCO** will not be responsible for repairing any work performed by another vendor or elevator company.

Agreement Term:

This maintenance agreement is effective for a period of Five (5) years starting on the date of signed acceptance with an annual three percent (3%) after the first year.

Both parties may cancel this agreement after providing notification of due cause to **LE CHATEAU** with the provision of thirty (30) days to amend the situation. If after an attempted amendment, Cancellation is still desired by either party still wants to cancel the contract, a written notification of cancellation with a (60) sixty-day notice by certified mail. **MAINCO** also has the right to suspend or cancel this agreement at any time due to non-payment after ninety (90) days.

This Agreement and the attached Exhibits constitute the entire understanding between the parties with respect to the subject matter hereof. All matters related to this agreement shall be governed by the laws of the State of Florida without having an effect to its conflict of laws principles.

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. Customer acknowledges that the Company reserves all rights not expressly granted by way of this Agreement.

Maintenance Start Date: _____

LE CHATEAU

MAINCO SERVICE CORP.

By: _____

By: _____

Print Name/Title: _____

Print Name/ Title: _____

Date: _____

Date: _____

_____ Customer Initial



ORANGE ELEVATOR CO
ENGINEERING TODAY TO ELEVATE TOMORROW

www.orangelifts.com
Corporate@orangelifts.com
561-421-5503
7765 Lake Worth Rd, Unit 1044
Lake Worth, FL 33467

Le Chateau Royal Condominium Association
3540 S. Ocean Blvd.
Palm Beach, FL 33480

Date: 09/15/2025
Maintenance No: M-1171

PLATINUM MAINTENANCE AGREEMENT

We will maintain the elevator equipment in accordance with the following terms and conditions:

We will use trained personnel directly employed by Orange Elevator Company Inc (O.E.C).

We will on a **monthly** basis examine, adjust, clean, and lubricate to ensure optimal operation of the following equipment per the maintenance control programs:

- Controller parts, relays, shunts, coils, contacts, resistors, transformers, timing devices.
- Signal fixtures and pushbutton components.
- Door components.
- Top of car.
- Pits
- Hydraulic equipment / hoist machine and main driving means.
- Adjust elevator components to maximize performance and safe operation.
- Lubricate equipment for smooth and efficient performance.

When conditions warrant, repair or replace the following elevator equipment:

- Non-proprietary door equipment such as door/ gate contacts, rollers, and closers.
- Door gibs (Limit to 20% of doors).
- Elevator rail guide shoe nylon inserts
- Controller fuses
- Chains, belts and tensioner
- Bearings
- Guide rail rollers
- Call acknowledgment light bulbs
- Position Indicators
- Alarm bells
- Light bulbs related to elevator function.
- Door relating cables
- Other small parts
- Lubricants and cleaning supplies.



Quality Assurance

To help increase your elevator performance and minimize downtime, Orange Elevator technicians use the latest industry methods and technology. They will be provided with the tools, knowledge, and documentation to troubleshoot your elevator system as well as a comprehensive parts replacement system.

Components not covered

Equipment that is more than 20 years old or no longer made by the original manufacturer, vandalism or misuse of any equipment, acts of God, any form of water damage, underground equipment, cylinders, oil pipeline, hydraulic packing glands, proprietary boards or other components (material cost only, labor is covered), cab enclosure, cab lighting, ventilation, main line power switches, breaker(s), feeders to controller, electrical conduits, main elevator hoisting means including hoist cables and belts along with other media, generator, motor generator sets along with babbit type bearings, guide rail assemblies and misuse of position indicators.

Devices included in this agreement

Two MCE M4000-AC-1 overhead geared traction passenger elevators serving 9 landings. (State license #'s 11908 & 11977).

Hours of Service

We will perform all work during our regular working hours Monday thru Friday – 8:00 a.m to 4:30 p.m excluding holidays. Regular service callbacks during this time frame shall be covered by this agreement unless noted under special provisions. If you should require service outside of our regular working hours, you will be billed our overtime rates (1.7) or double time rates (2.0) including reasonable travel time. Service call backs are classified as a one-man repair that can be completed within 1.5 hours of on-site time. Service calls placed after 3:00 pm. will be treated as an overtime event. All parts removed are the property of Orange Elevator Company Inc. unless otherwise stated.

Safety Testing

This agreement does not cover the cost of any testing unless stated in special provisions as required by ANSI code. We assume no responsibility for the operations of the governor or safety on traction elevators or the hydraulic system in hydraulic elevators until all appropriate testing has been completed by Orange Elevator Company. At said time should any system/part fail, it will be the purchaser's responsibility to make all necessary repairs at Purchaser's expense. During testing we shall not be held liable for any damages to the elevator equipment or building structure resulting from testing.

Pre-Maintenance

Within the first thirty (30) days of agreement execution, Orange Elevator Company, Inc. will perform a thorough and detailed review of all equipment. Should there be any deficiencies found, Orange Elevator Company, Inc. shall provide a proposal to correct deficiencies. Any items that are part of the proposal(s) will be excluded from this agreement until the proposal(s) have been executed by the Purchaser. All major repairs shall be prorated based on age and condition of the equipment, and customer agrees to pay the difference. In the event of early termination of the Agreement, Purchaser is responsible for the full payment of the major repair.

Term

This agreement is effective for five (5) years starting on date of signed acceptance and is non-cancellable except with sixty (60) days written notice for reasons of non-performance. Non-performance is described as our inability to remedy any deficiencies within sixty (60) days after

receiving written notification from you. To ensure continuous service, this agreement will automatically renew for five (5) years, unless either party timely serves written notice upon the other party's intentions to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety days before the end of any subsequent five (5) year period. Notice should be sent by certified mail and return receipt requested. At the time of cancellation, all invoices must be paid or will be assessed a 10% fee for each thirty (30) days past due.

In the event of the sale, lease or other 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.

Agreement Price

The price for service shall be **\$750.00** per month, payable quarterly in advance exclusive of any applicable sales, use, excise or other tax/fee which may now or hereafter be applicable to this agreement. Payment is due regardless of elevator operation status. Price is valid for thirty (30) days from proposal date.

The agreement price and labor rates for extra work will be adjusted annually. All rates are subject to a minimum 3% adjustment to cover operational cost increases in average wage rate of examiners, fuel, and insurance (liability and group health).

All regular payments are net 30 and will be assessed a 3% late fee for each 30-day period past due. In the event litigation occurs to enforce the terms herein, the prevailing party shall be entitled to receive its reasonable attorney's fees and costs incurred from the other party, including attorney's fees and costs incurred at the appellate level and "fees for fees."

If you pay in advance for twelve (12) months of service, you may take a 3% discount from the annual price.

Special Provisions:

None

Other Conditions

This agreement is based on existing elevator equipment and governmental regulations. Any changes in these or other conditions beyond our control may constitute grounds for renegotiating the price of the agreement. In addition, we will not be required to make renewals of materials or parts which are no longer produced by the original manufacturer or are otherwise obsolete.

We carry general liability & workmen's compensation insurance. For liability and safety reasons you agree not to permit others to make alterations, additions, adjustments, repairs, or replace any components or parts of the equipment during the term of this Agreement. You agree to accept our judgment as to means and methods to be employed for any corrective work under this Agreement. When Orange Elevator Company's inspection of a piece of equipment serviced under this agreement reveals an operational problem which jeopardizes the safety of the riding public, we may shutdown the equipment until the operational problem is corrected. Orange Elevator Company will notify you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of the Agreement.

The undersigned parties, by affixing their signatures hereto, agree to indemnify and hold another (including their agents and employees) free and harmless from all liability, public or private



penalties contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims, or judgments, resulting from claimed injury, damages, or judgments resulting from claimed injury, damage, loss of use to or of any person including natural persons and any other legal entity or property of any kind (including but not limited to causes in action) arising out of or in any way connected with the performance of work or work to be performed by the parties excepting, however, gross negligence of the parties, and shall indemnify each other for any costs, expenses, judgments, and attorneys' fees paid or incurred by or on behalf of the parties and their agents and employees or paid for on behalf of the parties and their agents and employees by insurance provided by the parties.

Terms and Conditions

In consideration of the performance of the services and the furnishings of the material as specified above at the price stated. It is expressly understood that nothing in this agreement shall be construed to mean that O.E.C. assumes any liability on account of accidents to persons or injury to persons or damage to property, except those directly due to the negligent acts of the company or its employees, and that the purchaser's own responsibility for accidents to persons or property while riding in or being in or about the elevators referred to is in no way affected by this agreement. The owner will maintain personnel competent to inspect and detect irregularities or idiosyncrasies in operation and will shut down the elevators upon the detection of same and give immediate notice of such to O.E.C. O.E.C shall not be liable for loss, damage, or delay resulting from strikes, lockouts, fires, storms, acts of God or other similar or dissimilar causes beyond its reasonable control. Other than specifically mentioned here, no work, service or liability on the part of O.E.C is included or intended. It is further agreed that we do not assume possession or management of any part of equipment, but such remains Purchaser's. Purchaser shall shut down the equipment immediately upon manifestation of any irregularities in operation or appearance in the equipment and barricade elevator until the same has been repaired by elevator service company. Purchaser shall notify O.E.C at once and keep the equipment shut down until the completion of the repairs and further, the Purchaser shall keep the equipment under adequate surveillance by competent personnel to detect such irregularities between periods of company's examinations. The Purchaser shall give O.E.C. written notice of incident with ten (10) days after occurrence of any accident in or about the elevator. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heating and cooling to maintain the room temperature 50 degrees F minimum to 90 degrees F maximum. You also agree to maintain the elevator pit in a dry 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. O.E.C. reserves the right to terminate this contract at any time due to non-payment. Purchaser shall be responsible for the remainder of the contract.



ACCEPTED FOR PURCHASER

Print Name and address:

Legal Name of Purchaser for Billing:

Email for billing:

Contact Phone Number:

Signature of Authorized

Representative: _____

Print: _____

Title: _____

Date: _____

**SUBMITTED BY: ORANGE ELEVATOR
COMPANY, INC.**

Jaime Hernandez

Jaime Hernandez

**ACCEPTED FOR: ORANGE ELEVATOR
COMPANY, INC**

By: _____

Date: _____





Date: August 22, 2025

Property Info:

Le Chateau
3540 S. Ocean Blvd.
South Palm Beach, FL 33480

Customer Info:

Le Chateau
3540 S. Ocean Blvd.
South Palm Beach, FL 33480
Attn: David Shore

Proposed By:

Megan Merlo
Account Manager

Southwest Elevator Company (SWE) is proud to present a proposal to maintain the elevator equipment detailed below. SWE will utilize skilled IUEC Union elevator personnel to maintain your vertical transportation in accordance with the current code in the State of Texas.

1. EQUIPMENT COVERED UNDER THIS AGREEMENT:

Unit #/Name	Type	Stops	Openings	Serial #
#1	Traction	9	1	11908
#2	Traction	9	1	11977

1. This Contract includes periodic and systematic examination, adjustment, lubrication, and if conditions necessitate, repairing or replacing the following:

a. Traction

- i. Lubrication of guide rails
- ii. Cleaning of pit and machine room
- iii. Cleaning of car and hoist way door tracks
- iv. Cleaning of door sills
- v. Cleaning of car top
- vi. Replacement of door gibbs
- vii. Adjustment of door operating equipment
- viii. Provide maintenance control program as required by code.
- ix. Controller components
- x. Circuit boards
- xi. Landing and leveling systems
- xii. Fixture components
- xiii. Roller and slide guides

2. Excluded Items:

- a. Any items not specifically expressed in paragraph 2, including but not limited to:
- b. Rotating equipment
- c. Machine assemblies
- d. Drives
- e. Hoist ropes
- f. Labor or inspector fees for annual testing or five-year testing.

STANDARD

- g. Governors, governor ropes, governor tail sheave, traction machine sheave.
- h. STM's or belts
- i. Generators
- j. Compensation ropes
- k. Monthly fire service testing
- l. Electrical power to elevator controls; including main line switch and fuses.
- m. Repair, replacement or refinishing of elevator car enclosures, car doors, hoistway enclosure, hoistway doors, frames or sills, car flooring or covering.
- n. Emergency light or battery.
- o. Fire and smoke sensors and related control equipment are not specifically part of elevator control.
- p. Elevator car fan or ventilating equipment.
- q. Car and hoistway door panels
- r. Any equipment designed by OEM to be unmaintainable or unrepairable or does not have an industry standardized repair procedure.
- s. Items deemed obsolete by OEM, industry standard parts suppliers, or due to age.
- t. Replacement or repairs that are a result of causes beyond the control of SW Elevator, LLC
- u. Non maintainable items
- v. Any existing deficiencies, violations, or punch lists

3. Discovery Period:

- a. SW Elevators, LLC will be provided with a thirty (30) business-day discovery period for all equipment listed in the scope of this contract. Should any items be found, that would prevent SW Elevators from maintaining the equipment in compliance with the scope of this contract, applicable code, specification/design, or industry standard, including non-availability of any items due to OEM or supplier constraints or obsolescence, an itemized list will be provided to owner with deficiencies and cost(s) to correct. SW Elevator reserves the right to exclude these items from the scope of this agreement completely, or until deficiency is corrected by SW Elevator at a mutually agreeable price between owner and SW Elevator

4. Coverage and Responsibility:

- a. It is agreed that all repairs and replacements covered by this agreement are limited to those caused by ordinary wear and tear and that SW Elevators, LLC will not be required to repair or replace equipment by reason of negligence or misuse or for any other cause beyond their control. Also, SW Elevators, LLC will not be required to alter existing equipment or make replacements with parts of a changed design when recommended or directed by insurance or governing authorities or due to obsolescence of equipment.

5. Excluded & Pro-Rated Items:

- a. The schedule below lists items which are considerably worn and will require replacement soon. SW Elevators, LLC accepts them in their present state to provide the maximum service from these items with the understanding that, in addition to the base amount of this contract, you agree to pay an additional amount at the time the listed items are first replaced. The additional charge for this replacement will be determined by pro-rating the total cost of replacing the individual items. You agree to pay for that portion of the items used prior to the date of this contract. Items repaired or replaced will be added to the contract by an addendum executed by both parties.

Unit #	Component	Date Excluded/Pro-Rated	Reason Excluded/Pro-Rated
N/A			

6. Maintenance & Repair Hours of Service:

- a. All work is to be performed during regular working hours of regular working days of the elevator trade.
- b. Work to be performed outside normal working hours during these specified times:
 - i. N/A

7. Callback Service Hours of Service:

- a. Callback services shown below are applicable to service calls placed for items covered under the scope of this agreement. Any service call placed for an item that is found to be excluded from this agreement will be billed at the full applicable rate.
- b. Callback services are designated as minor adjustment or troubleshooting procedures. Call back service does not include repair or work requiring more than one person.

Straight Time Service Calls

- c. Service calls to be answered during regular working hours of regular working days of the elevator trade at no additional cost

Overtime Service Calls

- Service calls to be answered outside of normal working hours. Customer will pay the PREMIUM PORTION between straight time and applicable overtime or double time rate.
- Service calls to be answered outside of normal working hours. Customer will pay the full billable rate for the applicable overtime
- Service calls to be answered outside of normal working hours. Customer to incur no additional cost

8. Commencement Date:

- a. The contract shall begin on _____ (TBD) (the "Commencement Date") and shall be renewed for additional terms of the same length (outlined in paragraph 9) until terminated as provided herein. Either party may terminate this agreement at the end of the selected term by giving the other party sixty (60) days prior written notice.

9. Term:

- a. The term of this agreement is:
 - i. 60 Months

10. Termination:

- a. Should purchaser terminate the agreement before the expiration, all future charges for the unexpired portion of the Agreement becomes due and payable as liquidated damages. In the event of the sale, lease, or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser agrees to see that such Purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement.
- b. SW ELEVATORS LLC reserves the right to discontinue this contract at any time by notification in writing for the following reasons:

- i. Payments not made in accordance with the terms of this agreement.
 - ii. Unremedied safety or code issues identified by SW, Inspectors, Consultants, and building personnel.
 - iii. Contracting of any other subcontractors or providers to perform maintenance, repair, modernization, or any other work related to elevator.
- c. Non-Performance: purchaser has the right to cancel under "non-performance" based the following conditions:
- i. SW Elevators has been notified of non-performance, dissatisfaction, or breach of contract/scope in writing.
 - ii. SW Elevators has been provided with a 30-day time period after notification to correct the deficiencies.
 - iii. All outstanding invoices have been paid in full by the purchaser.

11. Contract Price:

- a. Pricing shown below is subject to increase on the:
 - i. Anniversary date of the agreement
- b. Price adjustments will be based on increases in material and labor
- c.

Unit #	Monthly Price	Annual Price
Elevator #1	\$575.00	\$6,900.00
Elevator #2	\$575.00	\$6,900.00
Total	\$1,150.00	\$13,800.00

12. Payment:

- a. Payments will be made:
 - i. Monthly
- b. Payments are payable in advance of services, plus sales tax, if applicable.
- c. SW Elevators reserves the right to suspend maintenance, repair, and call back services for non-payment of provided invoices.
- d. In the event of any default on the payment provisions herein, purchaser agrees to pay, in addition to any defaulted amount, all reasonable attorney fees, collection costs or court costs in connection therewith.

13. Special Inclusions, Coverages, and Conditions:

- a. 24-hour phone monitoring service for the elevators maintained under this agreement, provided that such elevators are equipped with operational telephone equipment.
- b. Annual Inspection with Inspector are included, 5y Inspection are an additional cost to the client.

Le Chateau:
 Accepted By: _____
 Printed Name: _____
 Date: _____

SW ELEVATORS, INC.
 By: _____
 Megan Merlo – Account Manager
 Date: _____
 Approved by: _____

Terms & Conditions

1. Proposal of this price will remain firm for 30 days and can be adjusted after that term to reflect increases in labor or materials.
2. Unless otherwise stated: all work will be performed during the regular working hours of the elevator trade. Any work which is required to be performed outside of those hours will be subject to overtime rates and will require owner approval prior to performance. With exception of crane hoisting for machine room equipment.
3. Southwest Elevator Company shall not be liable for any injury or damage to persons or property except to the extent directly and solely caused by the negligent acts or omissions of Southwest Elevator Company or its employees.
4. Southwest Elevator Company shall not be liable for any loss, damage, detention, or delay caused by labor disputes, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, flood, storm, riot, civil commotion, malicious mischief, or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Southwest Elevator Company's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control.
5. Owner agrees to defend, indemnify, and hold Southwest Elevator Company harmless from and any claims, lawsuits, demands, judgements, damages, costs, and expenses arising out of this Agreement except to the extent caused by or resulting from the established sole and direct fault of Southwest Elevator Company.
6. Southwest Elevator shall not be liable for damages of any kind, whether in contract or in tort, or otherwise, in the excess of the price of this agreement. Southwest Elevator Company shall not be liable in any event for special, indirect, liquidated, or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of equipment or property, or business interruption.
7. It is understood and agreed that this proposal and your acceptance thereof shall constitute, exclusively and entirely, the agreement for the service herein described between the undersigned parties through their respective representatives or agents, with proper legal capacity to contract, and shall be inuring to all respective successors and assigns. This agreement and its provisions being assignable under customary provisions of applicable common law and authority that all other prior representations or agreement, whether written or verbal shall be deemed to be merged herein and that no other changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties.
8. SW Elevators, LLC is not liable for any delays or damages caused by items beyond its control to include but not limited to:
 - i. Acts of God
 - ii. Natural disasters
 - iii. Strikes or lockouts
 - iv. Shipping delays
 - v. Vendor or manufacturer shutdowns or workforce reductions of any kind
9. It is expressly understood, in consideration of the performance of the service enumerated at the price stated, that nothing in this agreement will be construed to mean that SW ELEVATORS LLC assumes any liability on account of accidents to persons or property, except those direct due to the negligent acts or omissions of SW ELEVATORS LLC or its employees; and that your own responsibility for accidents to persons or property while riding or being in or about the equipment referred to is no way affected by this agreement. You shall always be solely liable for the operation of the equipment. SW ELEVATORS LLC will not be held responsible or liable for any loss, damage, detention, or delay caused by strikes, lockouts, fire, explosion, theft, commotion, malicious mischief, Act of God, or by any cause beyond its reasonable control, whether the same is herein specified, and in any event, it will not be liable for consequential damages. No work, service, or liability on the part of SW ELEVATORS LLC other than that specifically mentioned herein, is included, or intended.
10. Any provision of this agreement prohibited by law shall be ineffective (but only to the extent of and wherever such prohibition shall be applicable) without invalidating the other provisions hereof.

Customer Information

Who is the Agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

Where should the invoices be sent?	
Invoices will be sent electronically, please provide the email address	
Contact Name:	Title:
Phone:	Fax:
Federal Tax ID #:	Email:

Who will be the building contact?	
Property Manager:	Building Engineer:
Phone:	Phone:
Email:	Email: