

MOWREY

ELEVATOR

To: Bouchelle Island #182 XII
~~PO Box 799~~ P.O. Box 1527
New Smyrna Beach FL 32170
ORMOND BEACH, FL 32175

For: Bouchelle Island #182 XII
436 Bouchelle Dr
New Smyrna BCH. FL 32169-5400

Equipment to Be Maintained:

UNIT QUANTITY:	1
MANUFACTURER:	
TYPE OF UNIT:	Hydraulic
STATE ID NUMBER:	47443
NUMBER OF STOPS:	4 landings
START DATE:	UPON SIGNED ACCEPTANCE

Mowrey Elevator Company of Florida, Inc. agrees to maintain your elevator equipment as outlined in this agreement. We will provide a maintenance program that conforms to the elevator safety code.

Dependable Maintenance

Mowrey Elevator Company of Florida, Inc. will perform the following services:

Examine the elevator equipment for proper operation We will regularly and systematically examine, adjust lubricate as required, and if, in our judgment, conditions warrant, repair or replace parts of:

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

Lubricate equipment for smooth and efficient performance.

Relamp all signals as required (during regularly scheduled visits).

Repair or replace components worn due to normal wear. Refer to "Other considerations" section for items not covered.

☒ Test equipment as outlined in the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this agreement begins (only if box is checked). We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. You agree to pay for any costs of the inspector or inspection fees.

By Highly-Trained Mowrey Elevator Company of Florida, Inc. Professionals

Mowrey Elevator Company of Florida, Inc.-employed and supervised elevator technicians, who are among the most trusted in the industry, will provide all maintenance courteously and dependably. Our elevator technicians receive ongoing training in general equipment development.

With Assurance of the Mowrey Elevator Company of Florida, Inc. Standard of Quality

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

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field

experts. Our technical support facilities continuously research advancements in the industry and in your equipment.

Mowrey Elevator Company of Florida, Inc. maintains a comprehensive parts inventory to support our field operations. Replacement parts are stored in our convenient regional locations and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in your elevators will be new or refurbished to meet the quality standards of Mowrey Elevator Company of Florida, Inc.

In a Timely and Responsive Manner

We will visit your elevator at regular intervals during the life of this agreement. These visits will be performed during normal business hours. Monday through Friday, 8:00 a.m. to 4:30 p.m. (except scheduled holidays). We respond to callbacks during these hours at no extra charge. Callbacks are defined as minor adjustments or repairs. Callbacks outside of our normal business hours and any overtime work or testing that you request will be billed based on the checked option below:

☐ Callbacks outside of normal business hours will be billed at standard overtime rate. You agree to pay for travel time for any overtime service.

☒ On callbacks, outside of normal business hours, we will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion including for travel time. The hourly amount of this "Overtime premium" will be \$100.00 per hour (subject to adjustment) with a 2-hour minimum charge.

☐ On all emergency callbacks, we will absorb overtime premium expenses.

When a malfunction to your elevator equipment occurs between visits, our technicians will respond promptly. You can reach us at our central dispatch location at **800-441-4449**. A trained representative will handle your call quickly and professionally.

At a Reasonable Cost

The price for the services as stated in this agreement shall be **\$160.00 dollars** per month, payable monthly in advance. Non-payment by you of any monies owing under this agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law. Time is of the essence.

This agreement is effective for FIVE (5) years starting UPON SIGNED ACCEPTANCE and is non-cancelable except for reasons of non-performance. Non-performance is defined as Mowrey Elevator Company of FL. Inc's

unwillingness or inability to make corrections or repairs to covered items, within 14 days after receiving written notice via certified mail, return receipt requested. To ensure continuous service, this agreement will be automatically renewed for successive FIVE (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial FIVE (5) year period, or ninety (90) days before the end of any subsequent FIVE (5) year renewal period. Notice shall be sent by certified mail, return receipt requested. Time is of the essence. Unilateral termination of this agreement by you will result in substantial and significant loss and damage to Mowrey Elevator Company of Florida, Inc. Since the extent of any such loss or damage cannot be accurately ascertained with any degree of certainty, both parties to Agreement specifically acknowledge and agree that any unauthorized unilateral termination hereof by you shall result in payment of liquidated damages to Mowrey Elevator Company of Florida, Inc. in the amount of twenty-two (22%) percent of the total contract price for the remaining term thereof.

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**Bouchelle Island
February 7, 2023**

Your Responsibilities

Product Information

You agree to provide Mowrey Elevator Company of Florida, Inc. with current wiring diagrams that

reflect all changes, parts catalogs and maintenance instructions for the equipment covered by this agreement. You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect equipment malfunctions between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notify us at once, and keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to furnish to us legible copies of all accident reports pertaining to any claimed or actual accident or injury to persons or to property occurring in or near the elevator equipment. You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place in which to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50° F minimum to 90° F maximum. You also agree to maintain the elevator pit in a dry and clean condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids.

Other

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this

agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such successor is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the agreement. You will not be discharged of your obligations on this Agreement until you have provided us with a copy of a properly executed written assignment of this Agreement the obligations of which have been accepted by an assignee who is, in our opinion, financially responsible and until we issue to you written confirmation of your discharge from the obligations of this Agreement.

In consideration of the performance of the services and the furnishing of the materials as specified at the price stated in this Agreement it is expressly understood that Mowrey Elevator Company of Florida, Inc. assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system which is the subject of this Agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of Mowrey Elevator Company of Florida, Inc., its employees, officers, agents, subcontractors or assigns, or that of any other person(s) or entity or entities. You and the owner of the elevator equipment do hereby further unconditionally agree to indemnify, defend, hold harmless, discharge, release, and forever acquit Mowrey Elevator Company of Florida, Inc., its officers, agents and employees from and against any and all claims, demand, suits and proceedings brought against Mowrey Elevator Company of Florida, Inc. or its officers, directors, employees or agents of any nature whatsoever, including but not limited to claims and lawsuits for losses of any kind, property damage, personal injury or death that are alleged to have arisen from or alleged to be connected with the presence, use misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement or the associated areas

surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the joint negligence or sole negligence of Mowrey Elevator Company of Florida, Inc. or its officers, directors, employees or agents. The indemnification included in this paragraph shall include the indemnification by you of Mowrey Elevator Company of Florida, Inc.'s costs and attorney fees.

You expressly agree to name Mowrey Elevator Company of Florida, Inc. as an additional named insured in your bodily injury liability and excess (umbrella) liability insurance policies. Such insurance must insure Mowrey Elevator Company of Florida, Inc. for those accidents, bodily injury claims and property damage claims referenced in the above paragraph. You hereby waive the right of subrogation against Mowrey Elevator Company of Florida, Inc.

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

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Other Considerations**Items Not Covered**

We do not cover cosmetic, construction use or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels and/or fixtures, hoistway door panels, door frames, sills car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), solid state starters, feeders to controller, hydraulic elevator underground cylinder and piping, telescopic cylinder packings, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, proprietary control equipment, proprietary machines, MRL suspension means, communication devices, telephones, security systems, batteries for emergency lighting and elevator cab lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement. You understand and agree that any request for service that is placed for any non-covered item will be billed and paid for at our normal rates for labor and/or parts.

Annual Price Adjustments

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

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

Overdue Invoices

A service charge of 1 1/2% per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If Mowrey Elevator Company of Florida, Inc. elects to suspend service, we shall not be responsible

for damages or injuries to persons or property from the lack of service.

Other Conditions

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

Should your system require any of the safety tests on the commencement date of this agreement, Mowrey Elevator Company of Florida, Inc. assumes no responsibility for the operation of the governor or safeties on traction elevator, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made. We shall not be liable for damage to the building structure resulting from the performance of the safety tests. Should the respective system fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement. In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies

due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury in any action against us and do further hereby consent that venue of any proceeding or lawsuit shall be in the County or Circuit Court of Leon County, Florida depending on the money amount of damages sought.

In the event, any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

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

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Acceptance

Your acceptance of this agreement and its approval by an authorized manager of Mowrey Elevator Company of Florida, Inc. will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent, employee or service technician shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized manager of Mowrey Elevator Company of Florida, Inc.

Accepted:**Mowrey Elevator Company of Florida, Inc.**

By: _____
Signature of Mowrey Representative

Title: _____

Date: _____

Name of Purchaser

By: Michael Stubbs
Signature of Authorized Representative

Michael Stubbs
Print Name

☐ Corporation ☐ Non-Profit Corporation ☐ LP
☐ LLC ☐ Partnership ☐ Sole Partnership ☐ Other

Title: President ASSOC 12

Date: 2/7/23

Please complete the following information: All billing is now electronic, provide email address below

Physical Address

Contact Name

City, State, Zip Code

(_____) _____
Contact Phone Number

Billing Name

Billing Contact Email Address

Billing Address

City, State, Zip Code

To better serve our customers, we offer Visa, MasterCard, American Express, and Electronic Draft as payment options. If you are interested in any of these services, please contact Terri Stewart (800) 441-4449.

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To: Bouchelle Island
436 Bouchelle Dr
New Smyrna BCH FL 32169-5400

RE: State Requirements for Elevator Inspections

The State of Florida mandates the following statute concerning inspection procedures that you need to be aware of. The Bureau of Elevator Safety requires that the owners of conveyances have inspections performed. Section 399.061 (1)(a), F.S. requires:

- 1) All elevator or other conveyances must be annually inspected by a certified elevator inspector or by a municipality or county (AHJ) under contract with the Bureau of Elevator Safety to perform inspections.

OR

- 2) If the conveyance is not an escalator or a dumbwaiter, services only two adjacent floors, and is covered by a service maintenance contract, an inspection is not required by statute, so long as the service contract remains in effect. To benefit from this exemption, you will need to provide a statement to the Bureau verifying the existence of each service contract on an annual basis. Cancellations must also be reported to the Bureau. Annual safety tests must still be performed in accordance with ASME A17.1, section 8.3.

OR

- 3) If you do not wish to have this Inspection Service included under your agreement, please mark this box and sign below ☐

If your elevators are in fact maintained under a maintenance service contract with us, we will be glad to provide this inspection with proper documentation for the additional amount of \$25.00 per month per elevator. All fees due to the state for operating licenses shall be the responsibility of the owner. Should re-inspections be required because of work that is the owner's responsibility, the owner shall be responsible for any re-inspection fees.

Thank you for the opportunity to be of service. Please don't hesitate to call if you have any questions or concerns.

Sincerely,

Dan Redmond

Dan Redmond, Vice President

Michael Stubbs
Signature of Acceptance

2/7/23
Date

Michael Stubbs President
Print Name and Title

Assoc 12

Bureau of Elevator Safety
1940 North Monroe Street
Tallahassee, FL 32399
850-487-1395



Please add \$25.00 per month per elevator to our existing maintenance agreement to cover this service on an on-going basis. (If contract expires or is terminated within 12 months, we agree to pay the pro-rated amount of \$300.00)

To better serve our customers, we offer Visa MasterCard, American Express, and Electronic Draft as payment options. If you are interested in any of these services, please contact Terri Stewart at (800) 441-4449 x162.