

# ASPEN ELEVATOR, INC.

Built on Excellence One Day at a Time

1515 MLK Jr. Blvd  
Wichita Falls, Texas 76301  
940-766-5599 940-766-5519 fax  
[aspenelevator@sbcglobal.net](mailto:aspenelevator@sbcglobal.net)

## PREVENTIVE MAINTENANCE

To:

Judge Kenneth Liggett  
Clay County Courthouse  
100 North Bridge  
Henrietta, Texas 76365

ASPEN ELEVATOR, INC. PROPOSES TO SUPPLY LUBRICANTS & LABOR TO SERVICE AS DESCRIBED: Passenger Elevator ELBI-5275 Decal 15161 located in the Clay County Courthouse in Henrietta, Texas 76365.

### Included in contract:

Service Visits which includes labor to perform minor adjustments cleaning and lubrication. If repairs are recommended and approved they will be billed at firm price given to Customer at regular billing rate. Small parts: indicator light, button parts, small relay ect. are covered in contract. Callbacks will be billed.

### Term Options:

- \$120.00 pay monthly
- \$700.00 pay every six months
- \$1400.00 pay yearly

Aspen Elevator, Inc. shall not be required to make safety tests to install new attachments on the elevators whether or not recommended or directed by Insurance Companies, of Government, State, Municipal, or other authorities, nor to make any replacements with parts of different design. All work will be done in accordance with ASME Code in force by the State of Texas at the time of work. Customer shall provide at their expense any additional required specialized safety equipment outside of what Aspen provides for their mechanics.

This Contract shall begin January 2, 2014 and will continue for One Year automatically extended unless thirty day written notice is given by either party. For the service provided hereunder, for the equipment listed, Customer shall pay Aspen Elevator, Inc. the sum of \$1,400.00 payable as described upon presentation of invoice. Customer shall pay in addition to the price herein quoted the amount of any tax based on sales made hereunder, imposed by any law enacted after the date of this proposal. The foregoing rate will be adjusted as follows:

- (1) 25% of the contract price shall be increased or decreased by the percentage of increase shown by the "Consumer Price Index" for the yearly adjustment.
- (2) 75% of the contract price shall be increased or decreased by the percentage of increase or decrease in the straight time hourly rate for elevator examiners, in the locality where the equipment is to be maintained on the yearly adjustment date as compared with the rate on the first day of this contract. For the purpose of this contract and subsequent adjustments, the straight time hourly rate for elevator examiners shall equal actual hourly rate paid to

the elevator examiners plus the fringe benefits granted in lieu of, or in addition to, hourly rate increased. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, hospitalization insurance, FICA, S.U.I., and Worker's Compensation.

- (3) The adjustment in price resulting from the above price adjustment provisions shall not increase the contract price to more than the maximum price permitted by any applicable, legally issued government regulation in force on the date that the adjustment becomes effective. In the event retroactive pay or fringe increases are incurred, the contract price will be prorated without regard to the yearly adjustment date. These adjustments shall be made as of the first day of this contract and as of the first day of the same month in each year thereafter.

It is understood between Customer and Aspen Elevator, Inc. that in consideration of Aspen's performance of the service enumerated herein at the price stated and agreed, that nothing in this agreement shall be construed to mean that Aspen Elevator, Inc. assumes any liability on account of accidents to persons or property except those directly due to negligent acts of Aspen Elevator, Inc. or its employees, and that it is the Customer's own responsibility for accidents to persons or properties while riding on or going on or about the aforesaid equipment referred to, is no way affected by this agreement. Customer shall at all times and at its own cost, maintain comprehensive bodily injury and property damage insurance, including bodily injury and property damage caused by the ownership, use or operation of the equipment described herein. It is agreed that Aspen Elevator does not assume possession or control of any part of the Elevators or their systems, that such remains Customer's solely as owner, lessee, or agent of the lessee, and that Customer is solely responsible for all requirements imposed by any Federal, State or Local Law, Ordinance or Regulation. PPG Industries, Inc. agrees to give Aspen Elevator, Inc. ready access to all areas of the building in which any part of the Elevator Equipment listed and its components are located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris. Customer agrees to provide a safe workplace for Aspen Elevator, Inc. and its employees and to remove any hazardous materials in accordance with applicable laws and regulations.

Those elevators described in this contract provided with fire fighter service are required by law to be subjected to a test of the special emergency service and written record kept of the findings. Customer agrees to be responsible for performing, and keeping a record of the monthly test of the fire fighter service as required by applicable code.

If any part delivered hereunder incorporates computer software, Customer agrees that the transaction is not a sale of such software but merely a license to use such software solely for operating the Elevator Equipment for which such part was provided. Accepting delivery of such part, Customer agrees not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the Elevator Equipment listed in which such part is installed, provided that Customer informs Aspen of such a transfer and the transferee agrees to abide by the above license terms. Aspen Elevator, Inc. shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, labor troubles, strikes, lockouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control, or any event for consequential damage. No work, service or liability on the part of Aspen Elevator, Inc., other than that specifically mentioned herein, is included or intended.

In the event of the sale, lease or other type of transfer of the ownership of the Elevator Equipment listed and described herein or the premises on which it is located, Customer agrees to see that such purchaser is made aware of the Agreement and assumes and agrees to be bound by the terms of the Agreement. Customer hereby appoints Aspen Elevator, Inc. as special agent, authorized to act for Customer in matters concerning elevator maintenance and repair. Specifically, Aspen is authorized to act as special agent on Customer's behalf when purchasing parts necessary to honor the maintenance contract. Customer authorizes Aspen Elevator, Inc. as special agent for Customer, to execute, at Aspen's expense, any legal action required to obtain the necessary parts. This contract created a principal/agent relationship. It is not intended to constitute an employee/ independent

contractor relationship. Customer shall retain control of the manner in which Aspen Elevator, Inc. may represent Customer as its agent. Aspen's term for agent is for the duration of this maintenance contract.

This contract shall constitute the entire agreement with respect to elevator service to be rendered by Aspen Elevator, Inc. Customer. No agent or employee shall have the authority to waive any clause of this contract. A delinquent payment charge calculated at the rate of one and one half percent (1 ½ %) per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to all delinquent balances. In the event of any default of the payment provision herein, PPG Industries, Inc. agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith. Aspen Elevator, Inc. reserves the right to discontinue this maintenance service agreement at any time, without notice, in the event that payments under this contract become delinquent.

This proposal does not constitute an agreed contract until a copy is signed and dated by all parties. All prior representations or agreements, whether written or verbal, not incorporated herein are superseded, and no changes or additions to this agreement will be recognized unless made in writing, signed and accepted by the Customer and Aspen Elevator, Inc.

The above proposal is hereby accepted at the terms, conditions and prices stated therein signed this

Date: December 26, 2013

By: Kenneth Liggett  
Authorized Representative Signature

Kenneth Liggett  
Authorized Representative Printed Name

By: Sharon P. Ford  
Aspen Elevator, Inc.

# OTIS

DATE: 12/11/2013

TO:  
Clay County Courthouse  
100 N. Bridge  
Henrietta, TX 76365

FROM:  
Otis Elevator Company  
719 Scott St. #526  
Wichita Falls, TX 76301

EQUIPMENT LOCATION:  
Clay Cty Courthouse  
100 N Bridge  
Henrietta, TX 76365

Amanda Haines  
Phone: (214) 642-6677  
Fax:(860) 998-0354

PROPOSAL NUMBER: AA4414

## EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	OTIS ELEVATOR COMPANY	ONLY ELV	D14462

## OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

## OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>

We will use the Otis Maintenance Management System<sup>SM</sup> preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS<sup>®</sup> standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

## PERFORMANCE MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

**RELIABILITY**

**PARTS COVERAGE**

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

**PARTS INVENTORY**

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

**QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

**RESPONSIVENESS**

**24-HOUR DISPATCHING**

We will, at your request, provide you with access to e\*Service and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e\*Service or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

**COMMUNICATION**

**CUSTOMER REPRESENTATIVE**

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS® program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

**REPORTS – e\*SERVICE**

We will use the OMMS® program to record completion of maintenance procedures. We will, at your request, provide you access to e\*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e\*Service.

**SAFETY AND ENVIRONMENT**

**SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

**FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

**SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

**ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

**MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

**WORK SCHEDULE**

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**NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

**OVERTIME**

Callbacks outside of regular working hours will be billed at standard overtime rates.

**OWNERSHIP AND LICENSES**

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**WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

#### **OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

#### **OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

#### **NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

#### **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

#### **THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

#### **CLARIFICATIONS**

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This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.

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, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.



We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

**ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

**SPECIAL PROVISIONS**

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

**CONTRACT PRICE AND TERM**

**CONTRACT PRICE**

**Two hundred twenty-five dollars (\$ 225.00 ) per month, payable Annually**

**PRICE ADJUSTMENT**

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

**A. Material**

**Zero (\$ 0.00 )** of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **06/01/2013** which was **211.900**.

**B. Labor**

**Two hundred twenty-five dollars (\$ 225.00 )** of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2013** which was **66.685**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

**TERM**

The Commencement Date will be 12/11/2013.

The Term of this Contract unless modified under the extended term below, will be for ten (10) years beginning on the Commencement Date. The Contract will automatically be renewed on the tenth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current ten (10) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

**PAYMENTS**

$$\begin{array}{r} 225 \\ 12 \\ \hline 450 \\ 225 \\ \hline 225 \end{array}$$

$$\begin{array}{r} 225 \\ 12 \\ \hline 450 \\ 225 \\ \hline 225 \end{array}$$

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

**ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by: Amanda Haines  
 Title: Service Sales Representative

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

**Otis Elevator Company**

Approved by Authorized Representative

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

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: - \_\_\_\_\_

Print Name: Byron Gary

Title - \_\_\_\_\_

Title General Manager

E-mail: - \_\_\_\_\_

Name of Company - \_\_\_\_\_

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
 (Name of Principal or Owner)