



PREVENTIVE MAINTENANCE AGREEMENT

TO: Grand Panama Beach Resort Condominium Association Inc.
c/o RCAM Florida
11800 Front Beach Road
Panama City Beach, FL 32407

DATE: April 4, 2024
CONTRACT #: FL 841-1
Cavinder Elevator Company Inc
316 S. County Highway 83
Bonito Bldg A & B
Santa Rosa Beach, FL 32459
(850) 812-4299

We propose to furnish the **CAVINDER ELEVATOR COMPANY, INC.** Preventive Maintenance Service for the equipment located at:

**GRAND PANAMA BEACH RESORT CONDOMINIUM
11800 FRONT BEACH ROAD
PANAMA CITY BEACH, FL 32407**

This Contract includes bimonthly examination, adjustment and lubrication as required and if conditions necessitate, repairing or replacing the following:

Traction: Elevator machine, motor, generator and controller parts including mechanical parts, gears, worms, bearings, thrusts, brake magnet coils or stators, brake shoes and lining, commutators, brushes, windings, contacts, magnet frames, coils, rotating elements and resistance for motor and operating circuits.

Among the services we agree to render are the following:

- Examine all safety devices and governors periodically.
- Check tension of all hoisting cables and equalize same.
- Repair and /or replace door and gate operating equipment when necessary.
- Maintain proper lubrication of guide rails at all times.
- Renew guide shoe gibs as necessary

- Furnish special lubricants which are compounded for elevator equipment.
- Paint all machine room & car top equipment
- Cab Ventilation fans
- Emergency lights and batteries
- Governor and Hoist Ropes
- Phones

Under the terms and conditions of this contract we will maintain the entire elevator equipment as herein, described, using skilled elevator maintenance men under our direct employment and supervision. They will employ all reasonable care to see that the elevator equipment is maintained in proper and safe operating condition. During the term of this contract, all maintenance, repairs and modernizations are to be performed by **CAVINDER ELEVATOR COMPANY, INC.;** exclusively.

The following items of elevator equipment are not included in this agreement:

- Electrical power to elevator controls; including main line switch and fuses
- Repair, replacement or refinishing of elevator car enclosures, car doors, hoistway enclosure, hoistway doors, frames or sills, car flooring or covering.
- Elevator car light fixtures and lamps for ceilings
- Fire and smoke sensors and related control equipment not specifically part of elevator control.
- Hoist belts (material only, labor is covered at no cost)

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

EQUIPMENT COVERED UNDER THIS AGREEMENT:

Six (6) Traction Passenger Elevators: ST# 092120, 092121, 092122, 092123, 092124 & 092125

HOURS OF SERVICE

- (X) **CAVINDER ELEVATOR COMPANY, INC.,** will perform maintenance service during regular working hours of the regular working days of the elevator trade **M-F 7am – 6pm.**
- () **CAVINDER ELEVATOR COMPANY, INC.,** will furnish emergency minor adjustment callback service twenty-four (24) hours a day Monday-Sunday.

(X) **RESPONSE TIMES** : Will respond to emergency entrapment calls within one (1) hour and non-emergency callbacks within two (2) hours.

If the purchaser requests callback service included in this agreement to be performed other than within the hours listed above, the company will bill the purchaser an additional amount equal only to the difference between the company's normal straight time billing rates and overtime billing rates in effect at the time of service.

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 **CAVINDER ELEVATOR COMPANY, INC.** assumes any liability on account of accidents to persons or property, except those direct due to the negligent acts or omissions of **CAVINDER ELEVATOR COMPANY, INC.** 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 at all times be solely liable for the operation of the equipment. **CAVINDER ELEVATOR COMPANY, INC.** 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 or not 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 **CAVINDER ELEVATOR COMPANY, INC.** other than that specifically mentioned herein, is included or intended.

MAINTENANCE SERVICE SHALL on DATE OF ACCEPTANCE (the "Commencement Date") and shall be non-cancelable for THREE (3) year. This agreement shall be automatically renewed for successive THREE (3) year periods, unless either party timely serves written notice to cancel at least 90 days before the end of the initial THREE (3) year period or 90 days prior to any subsequent THREE (3) year renewal period.

SHOULD THE 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.

**CONTRACT PRICE: \$2,400.00/ PER MONTH
(TWO THOUSAND FOUR HUNDRED NO/100 DOLLARS)**

Payments will be made on a quarterly basis, payable in advance upon presentation of invoice, plus sales tax, if applicable, and due on or before the last day of the month prior to the billing period, beginning 2 months after "Date of Acceptance" (2 mo free)

THE CONTRACT PRICE shall be adjusted annually, based upon the date of the increase or decrease in the then current straight time hourly rate (including partial annual increase of wages adjustment for Pension, Welfare and Annuity costs) for Elevator Constructor Mechanics where the equipment is maintained.

*** Annual Escalations shall be 3%**

***Annual Payment Discount is 3%**

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.

SPECIAL TERMS OR CONDITIONS:

First Two (2) months of the agreement are free of charge.

Florida State Statute 718.3025: Cavinder Elevator Company Inc will employ a minimum of six (6) personnel for the purpose of providing service to the owner.

Testing:

CAVINDER ELEVATOR COMPANY, INC will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety code for Elevators and Escalators, ANSI A17.1 which are in effect at the time this agreement is executed. Annual and Five year load testing on traction elevators. Annual pressure testing and 5yr rupture valve testing for hydraulic elevators.

Elevator Phone Monitoring: Through its phone monitoring service, **CAVINDER ELEVATOR COMPANY, INC.** will provide 24- hour monitoring service for the elevators maintained under this agreement, provided that such elevators are equipped with operational telephone equipment.

Bi-Monthly Fire Service Test: Cavinder Elevator will perform monthly fire service testing as a part of this agreement.

Maintenance Service Hours: **CAVINDER ELEVATOR COMPANY, INC.,** will perform bi-monthly maintenance per traction elevator and hydraulic elevator as a part of this agreement.

CAVINDER ELEVATOR COMPANY, INC MCP (Maintenance Control Program) Program per ANSI A17.1 – 8.6.1.2.1 is in place to maintain the equipment in compliance to meet the requirements of ANSI A17.1 - 8.6 National Elevator Code.

Non- Performance: If for any reason you would become dissatisfied with our service, a written notice including an explanation may be sent, allowing the **CAVINDER ELEVATOR COMPANY, INC.** thirty (30) days to correct the problem to your satisfaction. If not then satisfied, you may cancel this agreement within 24 hours with no further liability to the **CAVINDER ELEVATOR COMPANY INC**

In the event of any default of 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.

CAVINDER ELEVATOR COMPANY, INC. reserves the right to discontinue this contract at any time by notification in writing should payments not be made in accordance with the terms of this agreement.

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.

Respectfully submitted and accepted for:

CAVINDER ELEVATOR COMPANY, INC.

By _____
Matt Cavinder,
Vice President

Date _____

Acceptance: The foregoing Proposal and contract is hereby accepted and signed in duplicate.

Date _____

Firm _____

By _____

Title _____