



ULTIMAR 3 CONDOMINIUM ASSOCIATION, INC. CUSTOMIZED ELEVATOR MAINTENANCE AGREEMENT

“RESTORING INTEGRITY TO THE ELEVATOR INDUSTRY ONE ELEVATOR AT A TIME.”

RES Modernization Maintenance Agreement # : M-25033-FL

Property & Covered Equipment Location:

Ultimar Three Condominium Association, Inc.

1560 Gulf Blvd.
Clearwater, Florida 33767



Maintenance Agreement Created for:

Ms. Kristin Crockett – Association Manager
Ultimar III Condo. Assoc.
1560 Gulf Blvd.
Clearwater, Florida 33767

Maintenance Agreement Provided by:

Rise Elevator Services, LLC.
(RES Elevator Consulting)
P.O. Box 5959
Spring Hill, Florida 34611
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RES Maintenance Agreement Table of Contents

Section	Contents	Page
I.	Agreement Amount & Term ----- Cancellation Terms Included	3 - 4
II.	Elevator Equipment Summary -----	5
III.	Scope of Work ----- A. Contractor’s Duties (P. 6) B. Mandated Elevator Performance Criteria (P. 6) C. Contractor’s Employees and Competence (P. 6-7) D. Covered Components (P. 7-8) E. Replacement Parts Inventory (P. 9) F. Specific Maintenance Task Requirements (P. 10-12) G. Hours and Manner of Work (P. 13) H. Billing Rates (P. 14) I. Communication(P. 14) J. Obsolescence (P. 15) K. Exclusions (P. 16) L. Code Mandated Testing (P. 17) M. Interim Maintenance (Modernization) (P. 17) N. Warranty / Warranties (P. 18) O. Elevator Shutdowns and Removal from Service (P. 19)	6 - 19
IV.	Key Performance Indicator’s (KPI’s) -----	20
V.	Maintenance Control Program “MCP” -----	21
VI.	Indemnification & Insurance -----	22 - 23
VII.	Purchaser/Owner Rights & Responsibilities -----	24 - 25
VIII.	General Terms and Conditions -----	26
IX.	Elevator Maintenance Charts -----	27 – 31
X.	Maintenance Provider & Owner Contact Information -----	32
XI.	Elevator Maintenance Acceptance/Signature Page -----	33

Section I

Agreement Amount and Term

The parties to this Elevator Maintenance Agreement ("Agreement") are Ultimar Three Condominium Association, Inc. hereinafter referred to as "Purchaser/Owner" and Select Elevator Company hereinafter referred to as "Contractor." For identification purposes, the date of this Agreement is the date the Purchaser/Owner or its authorized agent signs it. For this Agreement, the terms "Purchaser" and "Owner" are synonymous in meaning. The purpose of this Agreement is to set forth the terms and conditions under which the Contractor will provide elevator preventive maintenance, repair, and callback services to the Purchaser/Owner.

Agreement Amount:

During the term of this Maintenance Agreement, Purchaser/Owner shall pay the pre-negotiated sum(s) as stated below including applicable tax (the Agreement Price), for the faithful performance of the services herein required of Contractor on all equipment described above, subject to the terms of this Agreement.

Price Detail and Summary:

(Pre Mod) INTERIM ELEVATOR MAINTENANCE PRICING			
<u>(24/7/365 Coverage Before/During Modernization)</u>			
Elevator(s)	Monthly Price	Quarterly Price	Annual Price
#1 - 49569	\$ 425.00	\$ 1,275.00	\$5,100.00
#2 - 49570	\$ 425.00	\$ 1,275.00	\$5,100.00
#3 - 49571	\$ 425.00	\$ 1,275.00	\$5,100.00
#4 - 49572	\$ 425.00	\$ 1,275.00	\$5,100.00
Totals:	\$1,400.00 Monthly	\$5,100.00 Quarterly	\$20,400.00 Annually
(Post Mod) 12 - MONTH WARRANTY ELEVATOR MAINTENANCE PRICING			
<u>(24/7/365 Coverage 12 - Months Following Modernization)</u>			
Elevator(s)	Monthly Price	Quarterly Price	Annual Price
#1 - 49569	\$ 425.00	\$ 1,275.00	\$5,100.00
#2 - 49570	\$ 425.00	\$ 1,275.00	\$5,100.00
#3 - 49571	\$ 425.00	\$ 1,275.00	\$5,100.00
#4 - 49572	\$ 425.00	\$ 1,275.00	\$5,100.00
Totals:	\$1,400.00 Monthly	\$5,100.00 Quarterly	\$20,400.00 Annually

ONGOING ELEVATOR MAINTENANCE PRICING

(Following the 12 Month Warranty Maintenance Period – Full Coverage of Overtime Callbacks NOT Included)

Elevator(s)	Monthly Price	Quarterly Price	Annual Price
#1 - 49569	\$ 425.00	\$ 1,275.00	\$5,100.00
#2 - 49570	\$ 425.00	\$ 1,275.00	\$5,100.00
#3 - 49571	\$ 425.00	\$ 1,275.00	\$5,100.00
#4 - 49572	\$ 425.00	\$ 1,275.00	\$5,100.00
Totals:	\$1,400.00 Monthly	\$5,100.00 Quarterly	\$20,400.00 Annually

Term of Agreement:

Term of this Agreement shall be for an initial **Three (3) year term** with a commencement date of **JANUARY 19, 2026** and an initial term end date of **JANUARY 18, 2029** both dates inclusive, and the Agreement shall be automatically extended/renewed for succeeding one (1) year terms unless terminated in writing by either party with no less than thirty (30) days prior written notice, subject to the following:

A. Cancellation Terms:

1. **NON-PERFORMANCE CANCELLATION** - In the event that the Contractor breaches this Agreement or fails to perform any services required hereunder, the Purchaser/Owner shall notify the Contractor in writing of the specific deficiencies. Upon receipt of such notice, the Contractor shall have thirty (30) calendar days to remedy the identified deficiencies, at the Contractor's sole cost and to the sole satisfaction of the Purchaser/Owner or Purchaser/Owner's designated Consultant. If the Contractor fails to correct the deficiencies within the specified thirty (30) day period, the Purchaser/Owner shall reserve the right to terminate this Agreement, in whole or in part, effective immediately or at any time for the remaining term of this maintenance agreement upon providing thirty (30) calendar days written notice to the Contractor. Such notice may be delivered via email or certified mail.
2. If the property is sold, Purchaser/Owner may cancel this Agreement with 30 days written notice to the other party.
3. If the Contractor fails to supply or provide agreement required spare parts within 60 days of the agreement execution/start date the Owner may cancel the remaining term of this agreement by providing the Contractor thirty (30) day notice via email or certified mail.
4. The Purchaser/Owner may choose to modernize all or a portion of the elevator during the term of this Agreement. Instances where the existing Maintenance Contractor is not the selected modernization the Owner/Purchaser will provide the existing Maintenance Contractor with the following options:
 - a. The existing Maintenance Contractor may remain as the maintenance contractor up to the commencement of the modernization project.
 - b. Maintenance Contractor may discontinue maintenance services following the award of the modernization to another Contractor. However, the Maintenance Contractor agrees to provide the Owner/Purchaser with a minimum of thirty (30) days' notice of intent to cancel and agrees to continue providing full maintenance/repair services for the remaining thirty (30) day term.

In the event this Agreement is canceled, the Contractor shall immediately deliver to Purchaser/Owner all reports, records, wiring diagrams, portable electronic diagnostic tools, access codes, and other materials and documentation related to, and required to facilitate, the Services required by this Agreement. Purchaser/Owner shall withhold final payments due Contractor until receipt of required information and tools. Subsequently, all payments due Contractor shall be prorated on a per diem basis, and no further compensation shall be due to Contractor.

Section II

Elevator Equipment Summary

Building Elevator ID #	State ID #	Original Equipment Manufacturer	Equipment Type	Speed (fpm)	Elevator Capacity (lbs.)	Total Landings	Hourly PM Requirements
#1	49569	Otis	Traction Passenger	350	3,000	17	1.5 hrs./Mo.
#2	49570	Otis	Traction Pass/Serv.	350	3,000	17	1.5 hrs./Mo.
#3	49571	Otis	Traction Passenger	350	3,000	17	1.5 hrs./Mo.
#4	49572	Otis	Traction Pass/Serv.	350	3,000	17	1.5 hrs./Mo.
Total <u>Monthly</u> Mandatory Maintenance Hours = 6.0 Hours Per Month Total <u>Annual</u> Mandatory Maintenance Hours = 72 Hours Annually							

Section III

Scope of Work

A. Contractor's Duties:

1. The Contractor must provide & complete **1.50 hours** of proactive preventative maintenance per elevator/per month on all elevators covered under the terms of this elevator maintenance Agreement.
2. The Contractor shall provide all necessary supplies, materials, parts, labor, supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety gear), lubricants, and technical information required to perform complete mandated and proactive preventative maintenance, repairs, and callback services for the covered equipment and components. This includes, but is not limited to, cleaning, lubrication, adjustments, inspections, and the replacement of parts or components as needed. All work must be performed by trained, licensed, and qualified elevator industry technicians to ensure workmanship meets the highest industry standards, complies with all applicable laws, and adheres to all expressed or implied terms of this Agreement pertaining to the vertical transportation systems detailed in Section II: Elevator Equipment Summary. The Contractor is responsible for maintaining the equipment in a condition suitable for the environment in which it operates.
3. The Contractor agrees to utilize only its own directly employed technicians to perform all maintenance, service or repair work, and Category 1 (CAT1) or Category 5 (CAT5) inspection testing. The use of subcontractors for any such work is strictly prohibited unless prior written approval is obtained from the Purchaser/Owner.
4. By accepting the terms of this maintenance agreement, the Contractor agrees to maintain all maintenance records, monthly, quarterly, and annual, on-site within the elevator machine room. These records must be completed at the time of service by the technician performing the maintenance. With prior approval from the Owner, the Contractor may also provide digital maintenance records as a supplemental reference; however, digital records shall not be accepted as the primary source of maintenance documentation.

B. Mandated Elevator Performance Criteria:

1. The Contractor must make all adjustments required to ensure elevator leveling deviations do not exceed 1/4" at all landings in both directions of travel at all times.
2. The Contractor must always maintain original elevator performance to meet ISO 804 criteria. The ride quality of each elevator shall not exceed 25 mg peak-to-peak vertical & horizontal measured accelerations in the 1 to 10 range.

C. Contractor's Employees and Competence:

1. All employees of the Contractor performing work under this Agreement must have successfully completed the National Elevator Industry Educational Program (NEIEP) or an equivalent elevator industry training program that is specific to the elevator trade and recognized by applicable state and federal regulatory agencies. The training must cover the installation, alteration, maintenance, and repair of the elevator equipment included in this Agreement. Additionally, all such employees must hold current certifications or licenses, as required by applicable federal, state, and local authorities, to perform elevator maintenance and repair work in compliance with all relevant laws and regulations.
2. The Contractor's company shall have been actively established in the elevator industry for a minimum of five (5) years, unless otherwise approved by the Owner and/or Consultant. The Contractor must also maintain a current and valid business license in the state(s) where operations are conducted. Upon request by the Purchaser/Owner, the Contractor shall provide documentation verifying applicable licenses, certifications, and/or relevant commercial experience.

3. The Contractor shall remain fully responsible at all times for the direct supervision and performance of all Services by its employees and/or any approved subcontractors. An on-site equipment condition review shall be conducted annually by a designated, competent, industry-trained, and licensed service supervisor employed by the Contractor, or at any time upon request by the Owner. The purpose of this review is to verify that all services performed are in accordance with the terms and standards set forth in this Agreement. The Contractor shall provide the Purchaser/Owner with a written summary of the findings within ten (10) working days of the review's completion.
4. In the event the Purchaser/Owner determines, for any reason, that the qualifications, performance, or conduct of any Contractor employee violates the terms of this Agreement, the Contractor shall, upon notice, promptly provide a qualified and competent replacement technician acceptable to the Purchaser/Owner.
5. Contractor's Employees are Required to:
 - a. Upon arrival and departure to the property, check-in with Purchaser/Owner by means suitable to Purchaser/Owner. (*Note: Time associated with Check-in/Check-out procedures is not included as maintenance, nor will the Contractor be permitted to deduct this time from mandated maintenance hours*)
 - b. Upon check-in, at a minimum, indicate the name of the person or persons, time of arrival, the purpose of visit, a brief description of work performed, and time of departure.
 - c. In the event of billable work, the Contractor must leave time tickets after each visit before leaving the Property with Purchaser/Owner, signed by Purchaser/Owner.
 - d. Properly document all onsite paper maintenance related check sheets/logs or service tickets anytime maintenance or service is performed. Contractor offered electronic time tickets will only be accepted as additional record of services provided. The Purchaser/Owner will not accept electronic maintenance, or service-related time tickets as a "substitution" for paper time tickets or code required onsite documentation.

D. Covered Components:

The Contractor shall regularly and systematically examine, maintain, adjust, lubricate, and test all elevators listed herein, and, when necessary, repair or replace any worn or defective parts or components. This includes, but is not limited to, the following:

1. **Machines Geared or Gearless -** Includes all internal gearing and lubricants; AC and DC electric motors; motor windings; motor couplings; equipment isolation devices; rotating elements; commutators; brushes and brush rigging assemblies; drive sheaves; deflector sheaves; secondary and emergency braking equipment, regardless of model, type, or device location; all seals and gaskets; brake switches; bearings of all types and bearing races; DC generators; permanent magnet AC (PMAC) motor components including rotors, stators, and associated electronics; gearless hoist machine components such as traction sheaves, encoders, and cooling systems; and all related mechanical and electrical parts integral to the operation and safety of the hoisting machinery.
2. **Control Systems:** Logic controllers, power controllers, microprocessor and programmable logic controllers (PLCs), printed circuit boards (PCBs), selectors, starters, dispatching equipment, relays, solid-state components, contactors, resistors, capacitors, condensers, transformers, electrical contacts, wiring leads, dashpots, rectifiers, timing devices, variable frequency drives (VFDs) or inverters (regardless of type or model), all computer-related devices and modules, mechanical and electrical driving equipment, including all types of motor controllers and drive units.
3. **Overspeed Governors:** Includes governor sheave(s), shafts, all associated bearings, switch contacts, and governor jaws (if applicable). Also encompasses tail sheaves, all additional sheaves within the governor assembly, associated bearings, governor tension (tail) sheave assembly, and all governor wire ropes.

4. **Elevator Door Equipment:** Includes automatic power-operated door operators; door operator drive belts and/or chains; hoistway door interlock assemblies; hoistway and car door hangers; hoistway and car door tracks; hoistway and car door bottom guides (gibs); pick-up rollers and roller assemblies; door restrictors/restricted opening devices and all associated components; hoistway door closing devices; car door clutch and vane assemblies; car door electrical contacts; door protective devices such as safety edges, photoelectric sensors, or infrared non-contact door protection systems; rubber bumpers on car and hoistway door strike jambs; and hoistway door struts. The Contractor is responsible for ensuring that door track lubrication does not accumulate to create “money bumps” on any door tracks. Callbacks resulting from “money bump” build-ups on door track assemblies shall not be billed to the Owner.
5. **Accessory / other equipment including:** Includes car and hall lanterns; starters; indicator and control panels; car and hall position indicators; all signal controls used in elevator operation, including car signal bells; car and counterweight buffers; hoist ropes (cables) or hoist belts; key switches, including Firefighters’ Service Phase I and II keyed switches, and key switch collars/inserts; top and bottom limit switches; compensating sheave assembly; compensation ropes and chains; WhisperFlex® compensation assembly guides; traveling cables and multi-conductor cables; all associated hoistway wiring; load weighing equipment; car frame and platform; car safety mechanisms; elevator car guide shoes, guide rollers, and guide shoe inserts; cartop ventilation fans; and machine room wiring.
6. **Guide Rails:** Guide rails shall be periodically cleaned and vacuumed. Lubrication shall be applied only when slide guides are present. The Contractor is solely responsible for removing rust from all guide rail surfaces.
7. **Exterior Finishes:** The Contractor is responsible for maintaining the exterior finishes of all above-ground elevator equipment and components susceptible to rust, regardless of location. This includes applying low-VOC rust-inhibiting paint as needed to protect the equipment from corrosion and to ensure it remains in an aesthetically pleasing condition at all times.
8. **Covered Components:** All components not expressly excluded or specifically identified within the exclusions section of this Agreement shall be considered “Covered Components” under the terms of this Agreement.

E. Replacement Part(s) Inventory:

The Contractor must maintain a reasonable inventory of common wear parts within a Contractor provided parts cabinet within the elevator machine room. The parts inventory for this property will consist of the following items:

Traction Elevator Specific Items		
(Post Modernization Required Spare Parts)		
Item #	Qty.	Item Description
1.		Equipment specific motor & generator brushes (*When applicable)
2.		Control Equipment specific relays
3.		Control Equipment specific resistors
4.		Control Equipment capacitors, coils, timers
5.		Control Equipment Serial Comm. / Expansion Circuit Boards
6.		OEM Manufactured Direct Replacement Interlock contact set(s)
7.		OEM Direct Replacement Hoistway door pick-up rollers
8.		OEM Direct Replacement Hoistway door hanger rollers
9.		OEM Direct Replacement Car & counterweight guide rollers
10.		Direct Replacement "3D"ICU door edge unit
11.		Direct replacement limit switch per type/model
12.		Door operator belts and/or drive chain(s)
13.		OEM Direct Replacement Illuminating Hall Push Button Replacement Contact Set(s)
14.		Equipment specific fuses
15.		Hoist machine gear box oil/lubricant
16.		Rope Gripper / Emergency Brake Pads
Note #1	Unless previously agreed to in writing, there will be no consideration for storage of spare parts within the maintenance technician's vehicle or within the "local warehouse".	
Note #2	When Overtime service callback repairs are unable to be completed the same day by the Contractor due to lacking or missing mandated onsite required spare parts inventory; the Contractor will not be permitted to bill/charge the Purchaser/Owner for any fees associated with the overtime callback.	

F. Specific Maintenance Task Requirements:**Monthly Maintenance Tasks (Traction Elevators):**

1. (**When required by the Purchaser/Owner*) Upon arrival to the site and prior to beginning any maintenance tasks, the Contractor's technician may be required by the Purchaser/Owner to check-in with designated building personnel. At the time of check-in, the Contractor is to review & document all customer noted deficiencies or specific concerns with equipment covered under this maintenance agreement for correction while onsite or for the purpose of requesting additional repairs through the Contractor's repair department.
2. The Contractor's technician must ride Choose an item. elevator to observe door operation at each landing, ride quality/performance, sill to sill leveling, sill debris accumulation and the overall condition of the elevator.
3. The Contractor's technician must inspect the elevator pit to ensure the elevator pit is clean, there is no accumulation of water trash, or debris on the pit floor. (*Technician must immediately notify the Purchaser/Owner of any observed ground water intrusion or standing water within the elevator pit(s) prior to leaving the site.*)
4. The Contractor's technician must check the operation of the door re-opening devices of Choose an item. elevator to ensure the re-opening devices are operating as required by code.
5. The Contractor's technician must check all restrictive opening devices (door restrictors) to ensure all aspects of the door restrictor(s) are operating to prevent door operation outside of the door zone(s) as required by code.
6. The Contractor's technician must check & adjust door closing, and stall pressures as needed to maintain code compliance. This includes ensuring all hoistway doors are self-closing, and the Smartork spirators are adjusted to operate as designed (**observe the location of the Smartork spirator white dot to determine if adjustments are required*).
7. The Contractor's technician must check the emergency alarm bell & emergency lighting to ensure both devices are fully operational as required by code. If either component is inoperable, the contractor must immediately complete all repairs required to ensure emergency bell & emergency lighting are fully operational prior to leaving the site.
8. The Contractor's technician must check all car call, hall call, emergency phone operation, & other signal fixtures for proper operation, including fixture illumination. Technician must repair any/all observed inoperable components.
9. The Contractor's technician must check the condition of the elevator controller. This includes inspecting/checking the following items for wear or damage: relays, circuit boards, motion control drive components, timers, fuses, motor contactors, etc. for proper operation. The technician must repair or replace any control components showing signs of excessive wear, damage, or component malfunction.
10. The Contractor's technician must check the oil level in Choose an item. hoist machine(s) and add oil as necessary to eliminate the possibility of equipment cavitation due to low oil conditions.
11. The Contractor shall perform testing of the fire service operation monthly and record the monthly test information on a monthly fire service test log.
12. The Contractor's technician must correct all deficient items noted during the monthly maintenance visit.

Quarterly Maintenance Task Requirements (Traction Elevators):

1. (**When required by the Purchaser/Owner*) Upon arrival to the site and prior to beginning any maintenance tasks, the Contractor's technician may be required by the Purchaser/Owner to check-in with designated building personnel. At the time of check-in, the Contractor is to review & document all customer noted deficiencies or specific concerns with equipment covered under this maintenance agreement for correction while onsite or for the purpose of requesting additional repairs through the Contractor's repair department.
2. **(GEARED MACHINES)** The Contractor's technician must check the oil level in the geared hoist machine(s) and add oil as necessary to eliminate the possibility of equipment damage due to low oil conditions.
3. **(GEARLESS DC MACHINES)** Check all DC brushes & brush riggings for wear that may require replacement. Contractor is to replace all low or worn-out brushes to prevent damage to the commutators.
4. **(GEARLESS DC MACHINES)** Contractor is to vacuum/remove all accumulations of carbon dust.
5. Lubricate all hoist machine & deflector sheave grease fittings.
6. The Contractor's technician must check the hoist ropes for proper lubrication, and provide lubrication as needed to prevent rouging.
7. The Contractor's technician must inspect the governor rope(s) for rouging or damage. (*Any/all governor ropes are to be reported to the Purchaser/Owner, the affect elevator(s) are to be immediately removed from service, and the rope(s) are to be replaced immediately.*)
8. The Contractor's technician must verify proper operation of the car top inspection stations, car top work lights and pit stop switches of each elevator.
9. (**When present*) The Contractor's technician must check the proper operation of hoistway access operation.
10. The Contractor's technician must safely access the elevator car top for the purpose of inspecting hoistway equipment operation for noisy operation due to worn/damaged components (*door hanger rollers, worn door closers, pick-up rollers, door gibs, etc.*), or lack of component lubrication as required by the OEM.
11. The Contractor's technician must Inspect the overspeed governor(s), & tail sheave(s) for proper operation and lubricate all pivot points as recommended by the OEM.
12. The Contractor's technician must inspect the emergency braking system and verify the system operating as designed. (*Rope Gripper brake pads need to be inspected for wear, and the technician must never leave the gripper servicing set pins installed in the emergency braking unit*)
13. The Contractor's technician must Inspect & clean/vacuum/sweep all hoistway & car sills.
14. The Contractor's technician must check & adjust door stall pressures as needed to maintain code compliance.
15. Check all limit switches & pit stop switches for proper operation.
16. The Contractor's technician must check & verify the proper operation of the in-car emergency phone & phone monitoring system components.
17. (**When present*) The Contractor's technician is to check/verify the proper operation of battery lowering operation back-up batteries. In the event the emergency rescue unit (battery lowering) batteries are damaged, worn out, or inoperable the Contractor must inform the building personnel, and the Contractor must immediately order replacement parts.
18. The Contractor's technician must check all car call, hall call, & other signal fixtures for proper operation, and illumination.
19. The Contractor's technician must correct all deficient items noted during the quarterly maintenance visit.

Annual Maintenance Task Requirements (Traction Elevators):

1. The Contractor's technician must perform all acceptance, CAT-1, and CAT-5 inspection testing in the presence of the Purchaser/Owner hired inspector. (**Contractor may use their inspector for inspections only when the Contractor has the Purchaser/Owner's permission.**)
2. The Contractor's technician must check the operation of all safety circuit components to ensure all aspects of the safety circuit operate as required by code.
3. The Contractor's technician must perform a clean down of the elevator machine room(s), hoistway rails, car tops, and pits.
4. The Contractor's technician must check & verify all key switches associated with the elevator systems work properly.
5. The Contractor's technician must check the up and down speeds of each elevator to ensure speeds are maintained contract speeds & to code requirements.
6. The Contractor's technician must check door open & door closing times, and ADA code required door times to ensure code compliance and performance is always maintained.
7. The Contractor's technician must correct all deficient items noted during the annual maintenance visit.

G. Hours and Manner of Work:

All work, including unlimited regular-time callback service, shall be performed during the building's regular working hours, defined as 8:00 AM to 5:00 PM. The Purchaser/Owner may request in-scope callback service within these regular hours at no additional cost. Emergency callback requests made no later than 3:30 PM must be responded to on the same day and shall not incur overtime charges, regardless of the completion time. The Contractor may apply the regular time billing rate for any out-of-scope callbacks requested outside of regular working hours.

Overtime Callback Service(s):

1. **Modernization Related Interim Maintenance Callback Service:** Interim maintenance period callbacks and associated repairs shall be provided and covered 24 hours a day, 7 days a week, 365 days a year, at no additional cost to the Purchaser/Owner, except for callbacks that the Contractor can demonstrate were caused by acts of God or vandalism.
2. **Modernization Related Warranty Maintenance Callback Service:** Warranty maintenance callbacks and associated repairs shall be provided and covered 24 hours a day, 7 days a week, 365 days a year, for a period of twelve (12) months commencing immediately following the modernization acceptance of the last elevator by the Purchaser/Owner and Consultant. These warranty callbacks shall be provided at no additional cost to the Purchaser/Owner, except for callbacks demonstrated by the Contractor to result from acts of God, vandalism, fire, water, weather conditions, improper or misuse by the Purchaser/Owner or tenants, or damage caused by work performed by other trades.

(OPTIONAL 24/7/365 Coverage – Ongoing Maintenance) Overtime Call backs & associated repairs shall be provided & covered by the Contractor **24 hours, 7 days a week, 365 days a year for the remaining term of this maintenance agreement following the 12-month warranty period.** Callback coverage shall be provided at no additional cost to the Purchaser/Owner, with exception to callbacks proven by the Contractor to be a result of: acts of God, vandalism, fire, water, weather, improper use, misuse by Purchaser/Owner or tenants, , or damage because of work by other trades working within the building.

Owner Accepts Ongoing Overtime Coverage - _____ - _____
Owner Rep. Signature *date*

3. **In-Scope & Out of Scope Callback Services:** Following the interim and warranty maintenance periods of this contract, the Contractor shall charge for in-scope callbacks requested outside the specified working hours only the difference between the regular billing rates and the applicable overtime billing rates. Under no circumstances shall the Owner be responsible for overtime charges related to out-of-scope callbacks caused by vandalism, nuisance calls, or circumstances beyond the Contractor's control, unless explicitly agreed in writing. For all out-of-scope callback services, the Contractor may charge the fully burdened applicable billable rate only if the claim of misuse, abuse, or vandalism is substantiated by clear photographic evidence, which must be provided to the Owner. Claims related to power events (including but not limited to surges) must be verified in writing by a competent and licensed repair facility approved by the Owner; absent such verification, the Contractor shall bear full responsibility and expense for all related repairs. The Contractor may charge the fully burdened overtime billing rate for out-of-scope callbacks occurring outside specified working hours only with prior written approval from the Owner. The Owner reserves the right to dispute any charges and withhold payment until proper documentation and justification are provided.

Response Time for Callback Service:

1. During regular time hours, a Contractor shall arrive at the property within **180 minutes** from the time of notification of equipment problem or failure by Purchaser/Owner.
2. During the regular time hours, the Contractor shall arrive at the property in response to passenger entrapment calls within **60 minutes** of the time of notification by Purchaser/Owner.
3. During non-regular time hours, the Contractor shall arrive at the property within **180 minutes** from the time of notification of equipment problem or failure by Purchaser/Owner.
4. During non-regular time hours, the Contractor shall arrive at the property in response to passenger entrapment calls within **60 minutes** from the time of notification by Purchaser/Owner.

H. Billing Rates**1. Annual Rate Adjustment After First Year:**

- After the first year of the Agreement, the maintenance fees can be adjusted annually.
- Adjustments are capped at 3% per year.

2. Adjustment Calculation:

- The adjustment will be based on:
 - 90% of the increase in the Mechanic Labor Rate.
 - 10% of the increase in the Metals Index.

3. Initial Term Pricing:

- If specific pricing was provided by the Contractor for the initial term, the Contractor cannot adjust the rates (monthly, quarterly, or annually) during that initial period.

In essence, after the first year, the Contractor may adjust maintenance fees annually but only by a maximum of 3%. These adjustments will primarily reflect changes in labor and metals costs. However, during the initial term of this agreement, if specific pricing was given, the Contractor is locked into that pricing with no adjustments allowed.

Select Elevator Company - Introductory (1st Year) Labor Rates			
Billing Rate	Mechanic	Helper/Apprentice	Team
Regular Time (1.0)	\$290.00	N/A	\$550.00
Overtime (2X) "Double Time"	\$554.00	N/A	\$820.00

I. Communication

1. **Service Calls & Dispatching** – The Purchaser/Owner may initiate service calls by telephone through the Contractor’s dispatch center or via the Contractor’s web-based service and repair portal. Upon acceptance of a service call by the responding technician, the Contractor shall provide the Purchaser/Owner with an estimated time of arrival (ETA). Any changes to the technician’s arrival time or schedule must be promptly communicated to the Purchaser/Owner by the local branch office or the responding technician.
2. **Customer Service & Repair Portal** – The Contractor shall provide the Purchaser/Owner with unrestricted, 24/7/365 access to a secure, web-based customer service portal. This portal shall contain comprehensive records of all maintenance, service, and repair activities performed on the covered equipment. For any selected timeframe, the portal shall include, but not be limited to: equipment performance metrics, maintenance hours logged, service call time tickets, detailed descriptions of all services performed, account invoicing, and other relevant documentation. The Contractor shall ensure that the portal remains up-to-date and fully functional to allow real-time access to this information by the Purchaser/Owner.

3. **Communication Chain of Command** - Contractor shall provide Owner/Purchaser with a detailed chain of command for all communication requests and escalation when required. This shall include the account manager, dedicated route technician, service supervisor, branch manager, and regional manager.

J. Obsolescence

1. **Component Obsolescence:** For the purposes of this Agreement, "Component Obsolescence" shall be defined as a system, component, or part that is no longer repairable, rebuildable, supported, manufactured, available in stock, or supplied by the original equipment manufacturer ("OEM"), a non-OEM systems parts supplier, or any other third-party parts supplier or fabricator, where such system, component, or part is no longer available in the same overall form, fit, and function. This includes, but is not limited to, situations where the replacement component may bear a different brand name, provided that there is no change in the overall design or intended function of the component. It shall be the sole responsibility of the Contractor to promptly obtain and provide proof of obsolescence to the Purchaser/Owner, in writing, if a part or component cannot be sourced or obtained from the OEM or any other qualified third-party or aftermarket supplier. The Contractor shall be obligated to supply all necessary elevator equipment and replacement parts at no additional cost to the Purchaser/Owner unless satisfactory proof of obsolescence is provided. If obsolescence is satisfactorily established, and the Purchaser/Owner and/or their consultant agree upon the associated replacement costs, the Contractor shall be entitled to charge such agreed-upon costs. A component that is interchangeable in form, fit, and function with the original component shall be deemed a replacement part and, as such, shall be covered under this Agreement, at no additional cost to the Purchaser/Owner. Prior to the commencement of this Agreement, and at each one-year anniversary thereafter, the Contractor may identify any components subject to obsolescence by submitting an addendum to the table below, which shall be subject to written approval by both parties. This provision is binding and enforceable under the terms of this Agreement.
2. **Open Order Repairs:** For any repairs or modifications to the mechanical elevator equipment or control system components that are classified as "not covered" under this agreement—due to obsolescence, claims of vandalism, power surges, etc., the Contractor will propose these as "open orders" with additional costs to the Purchaser/Owner. The following conditions apply: **(a)** the Contractor must provide supporting photographs for claims related to vandalism, acts of God, or electrical surge damage; **(b)** any claims regarding equipment damage from power surges must be verified by an independent circuit board or drive repair facility.

Furthermore, the Purchaser/Owner retains the right to solicit competitive bids for any uncovered repairs from qualified, licensed contractors in the industry. The elevator maintenance provider will have thirty (30) days following the completion of the work to inspect and accept it and must inform the Purchaser/Owner in writing of any observed deficiencies in installation or operation. Should the elevator maintenance provider refuse to accept the work, the Purchaser/Owner may immediately terminate the remaining term of this maintenance agreement.

Once the elevator maintenance provider has accepted the work, or if they fail to notify the Purchaser/Owner of any deficiencies within thirty (30) days of completion, all new, modified, or repaired components will be covered under the terms of this maintenance agreement.

3. Pre-Modernization Equipment Coverage Exceptions: Prior to the commencement of this Maintenance Agreement as a part of the elevator modernization specification program, the Contractor may identify or take exception to the coverage of obsolete components pre-modernization via the addendum to the table below, agreed to in writing by both parties.

Excluded Item #	Description of Obsolete System/Component/Part (Pre-Modernization Only)	Replacement Cost (Materials & Labor)
1.	No Clarifications Submitted	N/A
2.	N/A	N/A
3.	N/A	N/A
4.	N/A	N/A
5.	N/A	N/A
6.	N/A	N/A
7.	N/A	N/A
8.	N/A	N/A
9.	N/A	N/A
10.	N/A	N/A

K. Exclusions:

Contractor shall NOT be responsible for the following:

- Repairs or replacements necessitated by negligence, accidents, "Acts of God," or misuse of the equipment by any party other than the Contractor, its employees, or subcontractors shall not be the responsibility of the Contractor under this Agreement. This includes, but is not limited to, damages arising from external causes beyond the Contractor's control, except for ordinary wear and tear.
- The replacement of hoistway or machine room walls, floors, car enclosures (including removable panels), door panels, car gates, plenum chambers, suspended ceilings, light diffusers, light tubes or bulbs within the elevator machine rooms, light tubes or bulbs used for elevator car interior illumination, car handrails, mirrors, flooring inside the elevator, car enclosures, hoistway gates or doors, door frames, car and hoistway door sills, smoke detectors, and underground equipment associated with the elevator system shall not be the responsibility of the Contractor, unless such damage is caused by the Contractor's actions, omissions, or negligence.

L. Code Mandated Tests:

The Contractor must schedule, coordinate, and provide all labor & equipment necessary to successfully complete: **Category 1 (CAT-1)**, and **Category 5 (CAT-5)** testing, along with any other equipment tests including but not limited to:

1. The Purchaser/Owner shall retain the exclusive right to approve the elevator inspection company engaged by the Contractor, or alternatively, the Purchaser/Owner may select the elevator inspection company to be hired by the Contractor to witness and participate in the Category 1 (CAT-1) and/or Category 5 (CAT-5) elevator inspections.
2. The Contractor must provide all required assistance with periodic inspection(s) and testing of Standby Power Operation in accordance with the more stringent of ASME A17.1 or the AHJ by providing technician(s) directly employed by the Contractor to competently perform all testing procedures as per OEM testing procedures to eliminate the possibility of equipment damage due to negligence on the Contractor's behalf. Purchaser/Owner shall conduct tests during regular hours. Should the Purchaser/Owner require tests during overtime hours, the additional costs for tests required to be performed on overtime shall be paid by Purchaser/Owner.
3. The Contractor must complete and submit all documentation required of the elevator service provider by AHJ.
4. **Inspections Fees:** Local inspection fees shall be included within the Contractors proposed maintenance pricing to cover cost(s) related to CAT1 & CAT5 inspections. The Contractor must pay Re-inspection fees due to violations that are the Contractor's responsibility. Any fines associated with failure to expeditiously correct deficiencies or perform inspections timely shall be the Contractor's responsibility.
5. The Contractor shall be responsible for damages to elevator components due to any required testing if the damage was a direct cause of the Contractors negligence.
6. The damage could have been prevented through proper preventative maintenance of the damaged components as per the terms of this maintenance agreement.
7. The Contractor shall complete all inspector/AHJ cited CAT1 or CAT5 code violation related repairs within forty-five (45) days and complete any/all required re-inspections within ninety (90) days

M. Interim Maintenance (When applicable): The Contractor must perform the monthly, quarterly, and annual maintenance of all in-service equipment included/covered under the terms of this elevator maintenance agreement to the monthly, quarterly and annual maintenance requirements & associated check charts. This includes providing all records being properly filled-in indicating all services performed during each maintenance visit. During the modernization of any elevator included under the terms of this maintenance program, the Contractor shall suspend maintenance & billing for the duration of each elevator while being modernized.

N. Post Modernization Warranty Maintenance Coverage:

During the 12-month warranty maintenance period following the completion & acceptance of all modernized elevators, the Elevator Contractor must:

1. Warranty maintenance period shall not begin until the completion/acceptance of the last modernized elevator has occurred.
2. Only provide trained, state licensed, and competent technicians with a minimum of 5 years' experience within the elevator industry that are acceptable to the Owner and/or the Consultant that are supervised & are directly employed by the Elevator Contractor.
3. Provide/include warranty maintenance services, including 24-hour emergency callback service(s) for 12-months or One (1) year. In the event the modernized elevator(s) experience three (3) or more shutdowns or entrapments within a one (1) month period during the warranty period, the contractor shall extend the warranty period on the effected unit for three (3) additional month increments until the root cause of the shutdowns / entrapments have been identified & corrected by the elevator contractor.
4. When OEM manufactured equipment is installed, the Contractor must guarantee any/all OME installed equipment against any claims of obsolescence for a minimum of ten (10) years following the original or modernized equipment installation date; so long as the elevator contractor installed the equipment. The cost associated with replacement of any OEM components that fail within 10 years of the original installation date shall be the sole financial responsibility of the elevator contractor.
5. The warranty maintenance fees are not to be included with the modernization fees and it is understood maintenance fees will be billed/invoiced to the Owner monthly at the Elevator Contractor's quoted warranty maintenance fees.
6. The Elevator Contractor must repair and/or replace any/all defective parts only using Original Equipment Manufacturers (OEM) parts, or a consultant approved equal/manufactururer.
7. **NOTE:** Any/all callback repairs/fees associated with vandalism, or "Acts of God" are not covered as "warranty repairs", and the Contractor may bill all labor & materials associated with repairs that "beyond their control" after they have provided documentation & irrefutable proof of the damaged components to the Purchaser/Owner or the Purchaser/Owner's Consultant.

Standard Maintenance/Service Repair Warranty:

The Contractor warrants that all labor, materials, and workmanship provided under this Agreement shall conform to the requirements of the Agreement and shall be free from defects for a period of one (1) year from the date of final completion or formal acceptance of the work by the Purchaser/Owner, whichever occurs later. If any longer manufacturer's warranty applies to specific materials or equipment, the Contractor shall transfer such warranty rights to the Purchaser/Owner, and the longer period shall apply.

During the warranty period, the Contractor shall, at no cost to the Purchaser/Owner, promptly repair or replace any defective materials or correct any deficiencies in workmanship reported within the warranty period. All such corrective work shall be performed in a timely and professional manner.

This warranty does not cover damage or defects caused by external or unrelated factors, including but not limited to: acts of God, fire, flood, lightning, storm, wind, or other weather-related events; vandalism; misuse; abuse; neglect; lack of proper maintenance by others; or damage caused by third parties or other trades not under the Contractor's control.

This warranty is in addition to, and not in limitation of, any warranties provided by manufacturers or suppliers. Except as expressly provided herein, the Contractor disclaims all other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, to the full extent permitted by applicable Florida law.

O. Elevator Shutdowns and Removal from Service:

Prior to removing an elevator from service for any reason, the Contractor must first notify Purchaser/Owner.

1. Prior to removing any elevator from service for any reason, the Contractor must first notify Purchaser/Owner.
2. Prior to removing any elevator from service or initiating a shutdown, the Contractor must notify the Purchaser/Owner or an authorized Owner Representative of the reason for the shutdown. Once notification has been made, the Contractor may place the elevator's mainline power disconnect in the "OFF" position and must affix a clearly visible "DO NOT USE" placard using zip ties or equivalent mean explaining the reason the elevator has been removed from service.

The Contractor shall not install company-owned locks on the Owner's disconnects unless the Contractor is actively performing repair or troubleshooting work and there is a risk to the safety of the Contractor or others. In such cases, the Contractor is authorized to implement standard lock-out/tag-out (LOTO) safety procedures to prevent unsafe operation during active service.

If the associated repairs are determined to be outside the scope of covered maintenance, it is mutually understood that the Owner reserves the right to obtain competitive bids for any and all uncovered repair work. In such instances, if the Contractor has left the elevator mainline disconnect locked in the "OFF" position, the Owner reserves the right to remove the Contractor's lock by any reasonable means necessary in order to proceed with repairs.

Should the Owner remove any LOTO devices to facilitate such work, it is mutually acknowledged that the Owner assumes full responsibility for the safety, control, and condition of the affected elevator equipment during the course of the repair process, including ensuring the safety of all users and the general public.

In cases where the maintenance Contractor is performing the required repairs, the Contractor shall provide the Purchaser/Owner with daily status updates, including information on part availability, order status, and scheduling details necessary to return the elevator to service in a timely manner.

3. If an elevator unit is out of service or shut down due to equipment failure for more than seventy-two (72) consecutive hours, the Contractor shall suspend all maintenance billing fees associated with the affected unit until it is fully restored to safe and beneficial use. This suspension of billing does not apply to scheduled or pre-approved equipment repairs. Suspended billing shall be calculated on a per-unit, per-day basis and will commence on the 73rd hour of continuous downtime. The Contractor shall reflect the corresponding billing adjustments in the next invoicing cycle.

Section IV

Key Performance Indicators (KPI)

MEASURED UNIT	COMPLIANCE STANDARD	NON-COMPLIANCE PENALTY
Preventative Maintenance Hours Performed	100%	75% contract billing credit for % of hours missed
Service Calls Per Unit / Per Year	≤ 6	\$100.00 per call back above standard
Entrapments Per Unit / Per Year	≤ 4	\$250 per entrapment above standard
Elevator Availability	98%	Maintenance billing credit for proportional % below standard
Response time for a non-entrapment service call	± 180 Minutes	\$100.00 per call back above standard
Response time for entrapment service calls	± 60 Minutes	\$200.00 per call back above standard
Maintenance Audit Corrections	30 days	\$100.00 per day above standard
Inspection Deficiency Corrections	45 days	\$100.00 per day beyond the stated agreement timeframe requirement for CAT1 / CAT5 cited equipment repairs.
Interim & Warranty 24/7 Coverage Callback Failure to Respond	100%	\$100 Monthly Maintenance Fee Credit Per Event for All Missed After Hours Callbacks when 24/7 Coverage Applies

***Contractor's account representative shall conduct a review quarterly with the client to review all KPI's. On an annual basis, the Contractor shall provide customers with a credit for any amounts due to imposed penalties associated with KPI non-compliance. The meeting agenda shall include at a minimum review of:**

1. Previous quarter's callbacks.
2. Maintenance hours performed.
3. Repairs Performed.
4. Review of Inspections requirements, failures, and schedules as needed.
5. Any reported complaints.
6. Spare Parts Inventory.
7. Contractor's Proposals.

Section V

Maintenance Control Program "MCP" & On-Site Records

Maintenance Control Program ("MCP"):

The Contractor must, per this Agreement, comply with the more stringent requirements of ASME (American Society of Mechanical Engineers) A17.1 Requirement 8.6 Maintenance, Repair, Replacement, and Testing methods and procedures, excluding requirement: 8.6.1.6.5 (Fire Extinguishers).

1. The Contractor must provide/supply a written (paper copy) equipment-specific **Maintenance Control Program**, hereinafter referred to as "MCP", to the Purchaser/Owner and consultant for review/approval. The Contractor provided/supplied MCP must be always maintained on-site within the elevator machine room, and instructions for locating the program shall be appropriately posted on the exterior of the controller cabinets. MCP documentation must be maintained in a visually accessible location within the machine room(s).
2. The Contractor must always maintain on-site testing logs, oil usage logs, service repairs, and preventative maintenance history documentation in accordance with code & MCP requirements. This history must always be available to the Purchaser/Owner via a web-based platform & paper form at no additional cost. All documentation must be recorded in a manner that identifies the technician (name), type of work performed, the time of arrival & departure the building, and the total time dedicated to completing the maintenance on each unit.

Section VI

Indemnification & Insurance

To the fullest extent permitted by applicable Florida law, Contractor shall indemnify, defend, and hold harmless the Owner, Condominium Association, its Board of Directors, unit owners (in their capacity as such), management company, and their respective officers, directors, agents, employees, and representatives (collectively, the “Indemnified Parties”), from and against all claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including but not limited to reasonable attorneys’ fees, experts’ fees, and court costs (collectively, “Claims”), to the extent such Claims arise out of, relate to, or are in connection with the performance of the Work under this Contract by Contractor or any of its subcontractors, agents, or employees, including any failure by Contractor to comply with applicable laws, codes, ordinances, rules, regulations, or the terms of this Contract.

This indemnification obligation shall not extend to any Claims to the extent caused by the negligence, gross negligence, or willful misconduct of any of the Indemnified Parties, as determined by a final judgment of a court of competent jurisdiction (with all appeals having been exhausted) or pursuant to a written settlement agreement executed by all affected parties and, if applicable, their insurers. For purposes of this clause, the passive failure of any Indemnified Party to supervise, inspect, or direct the Work shall not, in and of itself, be deemed negligence or misconduct.

This indemnification is intended to be interpreted in compliance with Section 725.06, Florida Statutes, and shall be limited to an amount not less than the greater of:

- (i) the total insurance coverage required to be maintained by Contractor under this Contract; or
- (ii) \$1,000,000.

This indemnity obligation is in addition to, and not in lieu of, any other rights, obligations, or remedies available under this Contract or at law or in equity.

Insurance:

The Contractor and any of their Subcontractors shall always procure insurance and maintain insurance in effect during the term of this Agreement, at the Contractor's sole cost and expense, the following insurance coverages, which insurance shall be placed with insurance companies rated at least A-7 by Best's Key Rating Guide.

Insurance Requirement Reference Table		
1	Workers' Compensation	Statutory Required Amounts
2	Employer's Liability	\$500,000.00
3	Commercial General Liability	\$2,000,000.00
4	Commercial Automobile Liability Coverage	\$1,000,000.00

1. Workers' Compensation and Occupational Disease.
2. Employer's Liability (Including Occupational Disease Coverage) limits no less than \$500,000 per Occurrence .
3. Commercial General Liability, Including Operations, Contractual, and Completed Operations Coverage, Occurrence Basis \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage.
4. Commercial Automobile Liability Covering Owned, Non-Owned and Hired Vehicles Used in the Performance of the Services \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

The Contractor must provide, at its sole cost, an "Purchaser/Owner's and Contractor's Protection Liability" (OCPL) Policy. The OCPL shall list Ultimar Three Condominium Association, Inc. as the name insured and shall have policy limits of Five Million Dollars (\$5,000,000.00). In lieu of providing this required OCPL, the Contractor can choose to add the Purchaser/Owner as an "Additional Insurer" under the General Liability Policy.

Section VII

Purchaser/Owner's Rights and Responsibilities

Acceptance of Work: The Purchaser/Owner's payment for services rendered under this Agreement shall not constitute acceptance of any defective, deficient, incomplete, or non-conforming work, whether known or unknown at the time of payment. All services and work performed shall remain subject to inspection, review, and formal acceptance by the Purchaser/Owner or its authorized representative.

The Purchaser/Owner expressly reserves the right to reject, withhold acceptance, or require correction of any work that does not fully conform to the terms, specifications, or standards set forth in this Agreement, applicable codes (including Florida Building Code and ASME A17.1), or industry best practices, regardless of whether payment has been made.

The Contractor acknowledges and agrees that the Purchaser/Owner, including its agents or representatives, shall have unrestricted access at any reasonable time to inspect all work in progress or completed under this Agreement.

Time is of the essence in the performance of all services, obligations, and deliverables under this Agreement. Any delays in performance without prior written approval by the Purchaser/Owner shall be considered a material breach of contract.

Purchaser/Owner's Right to Inspect Services: The Purchaser/Owner, including its designated agents, representatives, or third-party consultants, shall have the absolute right to inspect, monitor, and test all Services performed under this Agreement at any time, whether during progress or after completion, to ensure full compliance with the terms of this Agreement, applicable Florida laws, codes, and industry standards.

1. If, upon inspection, any aspect of the Services is found to be deficient, incomplete, defective, or non-compliant, the Purchaser/Owner shall notify the Contractor in writing of the identified deficiencies. The Contractor shall, at its sole expense and without unreasonable delay, promptly correct or re-perform the Services to the full satisfaction of the Purchaser/Owner.
2. The Purchaser/Owner reserves the right to engage a qualified, independent elevator consultant or similarly credentialed professional to perform inspections, audits, or technical reviews of the Contractor's Services at any time. The cost of such review may be charged back to the Contractor if deficiencies are found to be the result of negligence, non-compliance, or breach of contract.
3. In the event of a dispute regarding the adequacy, quality, or completeness of Services, the Purchaser/Owner may rely upon the findings and recommendations of the independent consultant to support its position. The Contractor agrees to participate in good faith in any mediation or resolution process initiated by the Purchaser/Owner and to promptly comply with any mutually agreed corrective actions.

This inspection right shall survive termination or expiration of the Agreement and shall not be waived by any prior inspections, approvals, or payments.

Purchaser/Owner's Responsibilities: The Purchaser/Owner shall be responsible for providing and maintaining the following conditions to support the proper operation, maintenance, and servicing of the elevator systems covered under this Agreement. These responsibilities are required to ensure code compliance, safe access, and the continued performance of the equipment:

1. **Access:** Ensure safe, clear, and uninterrupted access to the property, including elevator machine rooms, hoistways, and pits, during all reasonable hours or as mutually agreed with the Contractor.
2. **Lighting, Communication & Power Infrastructure:** Maintain car lighting, active telephone communication lines to elevator controllers, electrical switchgear in equipment rooms, and electrical feeders supplying power to elevator controllers and the Firefighters' Control Room.
3. **Temperature Control:** Maintain heating, ventilation, and air conditioning (HVAC) systems serving elevator equipment rooms to ensure a temperature range of **60°F to 90°F**, non-condensing, consistent with code and manufacturer requirements.
4. **Fire Alarm Equipment:** Maintain all building-provided fire alarm initiating and detection devices located in elevator lobbies, machine rooms, hoistways, elevator cars, and associated spaces in accordance with applicable code and life safety requirements.
5. **Equipment Room Use Restrictions:** Prohibit the storage of building materials, equipment, or supplies in elevator machine rooms and ensure that access corridors, doorways, and areas around elevator equipment remain unobstructed at all times.
6. **Standby Power Systems:** Maintain the building's standby/emergency power generation systems, including associated automatic transfer switches (ATS), switchgear, and feeders that provide backup power to elevator systems, where applicable.
7. **Equipment Space Conditions:** Maintain elevator equipment rooms, hoistways, and pits in a clean, code-compliant, dry, and hazard-free condition, including the prevention of water infiltration or accumulation of debris.
8. **Coordination of Owner-Driven Modifications:** Coordinate in advance with the Contractor for any planned modifications or retrofits to elevator systems initiated by the Purchaser/Owner, including but not limited to the installation of security card access systems, new car interior finishes, CCTV or camera systems, or other non-maintenance upgrades.
9. **Construction & Retrofit Protections:** During building construction, renovation, or retrofitting activities, implement reasonable protective measures to prevent dust, dirt, and construction debris from infiltrating elevator systems or equipment spaces, in compliance with code and manufacturer guidelines.

Failure to maintain any of the above responsibilities in a code-compliant and safe manner may relieve the Contractor from obligations directly impacted by such non-compliance until the conditions are corrected.

Section VIII

General Terms and Conditions

Invoicing Requirements:

The following criteria must be met for payment of any invoice:

1. Travel time is identified as a separate line item on the technician's timesheet.
2. Site arrival time and departure time identified on technician's timesheet.
3. Service call and work description identified on technician's timesheet.
4. Billable material cost backup.
5. Travel expenses/surcharges are not allowed.
6. The Contractor's invoice must include precise detail of service call and work complete.
7. Contractor's invoice must include precise detail of travel hours billed.
8. The Contractor's invoice must include precise detail of time on the job.

Removal of Parts and Testing Equipment: No parts, components, testing equipment, or tools owned by the Purchaser/Owner, or located on-site for use in the maintenance, repair, or operation of the vertical transportation equipment, may be removed from the property without the Purchaser/Owner's prior written consent. This includes items originally installed as part of the elevator system, materials purchased by the Purchaser/Owner, and any Owner-provided testing or diagnostic tools. Title to all such items remains with the Purchaser/Owner, and any unauthorized removal shall be considered a material breach of this Agreement.

Machine Rooms: The Contractor shall furnish and maintain UL-rated metal parts cabinet(s), room(s), and dust pan(s) within each elevator machine room. Open storage of parts, supplies, or materials anywhere on the property is strictly prohibited. All parts cabinets must be kept clean, organized, and in good condition at all times. Contractor personnel are prohibited from leaving trash, debris, or unusable elevator or non-elevator components in the machine room(s) or elsewhere on the property. Machine room floors shall be painted battleship gray annually using only Low-VOC paint and maintained in accordance with all applicable code requirements.

Wiring Diagrams: The Contractor shall store all elevator-specific wiring schematics, considered the exclusive property of the Purchaser/Owner, in protective plastic sleeves, envelopes, or binders to prevent fading, damage, or mold. These schematics, whether provided by the Contractor or otherwise, must remain on-site, neatly organized, and in a condition suitable for future reference. If any diagrams are lost, damaged, or altered by the Contractor, they shall be promptly copied or replaced at no cost to the Purchaser/Owner. Under no circumstances shall wiring schematics, equipment-specific manuals, troubleshooting guides, or related materials be removed from the elevator machine room or property without the prior written approval of the Purchaser/Owner or their designated consultant.

Remote Elevator Monitoring: Should the Elevator Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related costs shall be at the Contractor's expense.

Diagnostic Tools: Any electronic diagnostic tools or devices purchased by the Purchaser/Owner for use in servicing the elevator equipment shall be properly maintained, updated, and kept in working condition by the Contractor for the duration of this Agreement. These tools shall remain the sole property of the Purchaser/Owner at all times

Section IX

Traction Elevator Maintenance Check Chart(s)

TRACTION ELEVATOR MAINTENANCE CHECK CHART FOR:												
BUILDING: _____	ELEVATOR # _____			STATE ID # _____			YEAR = 20 _____					
--- MONTHLY ---												
Maintenance Task Description	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P	O C T	N O V	D E C
1. - Upon arrival to the site and prior to beginning any quarterly maintenance tasks; the elevator contractor's technician must check-in with building personnel.												
2. - The elevator contractor's technician must ride the elevator to observe door operation, ride quality/performance, sill to sill leveling, sill debris accumulation and the overall condition of the elevator.												
3. The Contractor's technician must inspect the elevator pit to ensure the elevator pit is clean, there is no accumulation of water trash or debris on the pit floor. (Technician must immediately notify the Purchaser/Owner of any observed ground water intrusion or standing water within the elevator pit(s) prior to leaving the site.)												
4. - The elevator contractor's technician must check the operation of all door re-opening devices.												
5. - Check all restrictive opening devices (door restrictors) for proper operation.												
6. - Check & adjust door stall pressures as needed to maintain code compliance.												
7. - Check the emergency alarm bell & emergency lighting of each elevator to ensure they are fully operational as required by code												
8. - Check all car call, hall call, and emergency phone operation, & other signal fixtures for proper operation, and illumination												
9. - Check the condition of the elevator controller. This includes inspecting/checking relays, circuit boards, drive components, timers, fuses, etc. for proper operation.												
10. - The Contractor's technician must check the oil level in the geared hoist machine(s) and add oil as necessary to eliminate the possibility of equipment cavitation due to low oil conditions.												
11. - The Contractor shall perform testing of the fire service operation.												
12. - Correct all deficient items noted during the monthly maintenance visit.												

TRACTION ELEVATOR MAINTENANCE CHECK CHART FOR:

BUILDING: _____

ELEVATOR # _____

STATE ID # _____

YEAR = 20_____

--- QUARTERLY MAINTENANCE ---

Maintenance Task Description	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P	O C T	N O V	D E C
1. - Upon arrival to the site and prior to beginning any quarterly maintenance tasks; the technician must check-in with building personnel.												
2. - Check the oil level in the geared hoist machine(s) & add oil as necessary to eliminate the possibility of equipment damage due to low oil conditions.												
3. - Check all DC brushes & brush riggings for wear that may require replacement. Contractor is to replace all low or worn-out brushes to prevent damage to the commutators. <i>(DC Gearless machines & Generators)</i>												
4. - Vacuum/remove all accumulations of carbon dust. <i>(DC Gearless Machines & Generators)</i>												
5. - Lubricate all hoist machine & deflector sheave grease fittings.												
6. - The Contractor's technician must check the hoist ropes for proper lubrication, and provide lubrication as needed to prevent rouging.												
7.-The Contractor's technician must inspect the governor rope(s) for rouging or damage												
8. - The Contractor's technician must verify proper operation of the car top inspection station, car top work lights and pit stop switches.												
9. - Check the proper operation of hoistway access operation.												
10. - Inspect hoistway equipment operation for noisy operation due to worn/damaged components (door rollers, worn door closers, pick-up rollers, door gibs, etc.), or lack of component lubrication as required by the OEM.												
11. -Inspect the overspeed governor(s), & tail sheave(s) for proper operation and lubricate all pivot points as recommended by the OEM.												
12. -The Contractor's technician must inspect the emergency braking system and verify the system operating as designed.												
13. - Inspect & clean/vacuum all hoistway & car sills.												
14. -Check & adjust door stall pressures as needed to maintain code compliance												
15. - Check all limit switches & pit stop switches for proper operation.												
16. - The Contractor's technician must check & verify the proper operation of the in-car emergency phone & phone monitoring system components.												
17. - (*When present) The Contractor's technician is to check/verify the proper operation of battery lowering operation back-up batteries.												
18. - The Contractor's technician must check all car call, hall call, & other signal fixtures for proper operation, and illumination.												
19. - The Contractor's technician must correct all deficient items noted during the quarterly maintenance visit.												

TRACTION ELEVATOR MAINTENANCE CHECK CHART FOR:

BUILDING: _____ **ELEVATOR #** _____ **STATE ID #** _____ **YEAR = 20** _____

--- ANNUAL MAINTENANCE ---

Maintenance Task Description	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P	O C T	N O V	D E C
1. - Perform all acceptance, CAT-1, and CAT-5 inspection testing in the presence of the Purchaser/Owner hired inspector. (*Contractor may use their inspector for inspections only when the Contractor has the Purchaser/Owner's permission.)												
2. - Check the operation of all safety circuit components to ensure all aspects of the safety circuit operate as required by code.												
3. - The Contractor's technician must perform a clean down of the elevator machine room(s), hoistway rails, car tops, and pits.												
4. - Check & verify all key switches associated with the elevator systems work properly.												
5. - Check the up and down speeds of each elevator to ensure speeds are maintained contract speeds & to code requirements.												
6. - Check door open & door closing times, and ADA code required door times to ensure code compliance and performance is always maintained.												
7. - The Contractor's technician must correct all deficient items noted during the annual maintenance visit.												



MONTHLY FIRE SERVICE TEST LOG



Property Name: _____

Property Address: _____

Elevator # _____ / State ID # _____

Testing Year (Check Applicable Year): 2026 2027 2028 20__

ASME Rule 1206.7 & 8.6.11.1 Maintenance of Firefighter's Service:

Fire Service testing records must always remain in the elevator machine room. All elevators provided with firefighter's service shall be subject to monthly "Phase I" recall and a minimum of one-floor operation on "Phase II" operation to ensure the system is maintained in proper working order.

Date Tested (Mo. & Day)	Phase I	Phase II	Tested By (Initials)	Pass/Fail (P or F)	Failure Type?	Date Repaired & Initials
JAN _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		
FEB _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		
MAR _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		
APR _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		
MAY _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		
JUNE _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		
JULY _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		
AUG _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		
SEP _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		
OCT _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		
NOV _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		
DEC _____				<input type="checkbox"/> Pass <input type="checkbox"/> Fail		

Section X

Maintenance Provider & Owner Contact Information

Elevator Service Provider Contact Information	Owner Point of Contact Information
Select Elevator Company	<u>Ultimar Three Owner Representative #1</u>
Emergency/ Shutdown Call #: <u>(727) 338-7885</u> <i>(This number is to be called in the event of unit shutdown or entrapment.)</i>	Name: _____ Owner Rep. #1 Phone #: _____ Owner Rep. #1 email: _____
Account Rep. Name: <u>Ashley Sullivan</u> Account Rep. Phone #: <u>(727) 270-0287</u> Account Rep. email: <u>ashley@selectelevatorco.com</u>	<u>Ultimar Three Owner Representative #2</u> Name: _____ Owner Rep. #2 Phone #: _____ Owner Rep. #2 email: _____
Branch Manager Name: <u>Devon Garnett</u> Branch Manager Phone #: <u>(727) 589-3713</u> Branch Manager email: <u>info@selectelevatorco.com</u>	<u>Ultimar Three Owner Representative #3</u> Name: _____ Owner Rep. #3 Phone #: _____ Owner Rep. #3 email: _____

Section XI

Elevator Maintenance Program Acceptance Signature Page

The Parties hereby agree to the terms & conditions set forth in this elevator maintenance program, and such is demonstrated by their signatures below:

ELEVATOR MAINT. CONTRACTOR **(Select Elevator Company)**

Ashley Sullivan

Authorized Maint. Provider Representative (Print Name)

Vice President of Sales

Select Elev. Co. Authorized Representative Title

Ashley Sullivan

Select Elev. Co. Authorized Representative Signature

1/20/26

Select Elev. Co. Agreement Execution Date

33-2611630

Select Elev. Co. Federal Identification #

Select Elevator Company Mailing Address:

4481 122nd Ave N

Suite E

Clearwater, FL 33762

(Ultimar 3) - PURCHASER / OWNER

Kristin Crockett

Ultimar Three Authorized Owner Representative (Print Name)
manager - approval provided during
the Board meeting on 12/9/25

Ultimar Three Authorized Owner Representative Title

Kristin Crockett

Ultimar Three Authorized Owner Representative Signature

1/19/26

Ultimar Three Agreement Execution Date

Ultimar Three Mailing Address:

1560 Gulf Blvd.

Clearwater, FL 33767

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--- End of Maintenance Agreement ---