



# ELEVATOR MAINTENANCE AGREEMENT

---

## Full Maintenance (FM)

**Purchaser:**

Sea Coast Gardens III Condominiums  
4153 South Atlantic Avenue  
New Smyrna Beach, Florida 32169

**Location:**

Sea Coast Gardens III Condominiums  
4153 South Atlantic Avenue  
New Smyrna Beach, Florida 32169

**By:**

Oracle Elevator Holdco, Inc. ("Oracle Elevator")  
250 National Place Suite 152  
Longwood, Florida 32750  
Telephone: (321)-316-8558  
Email: john.gill@ premier-oracle.com  
Internet: www.oracleelevator.com

**Estimate #:**

O-071404

**Date:**

10/5/23



## Full Maintenance (FM) Agreement

Oracle Elevator Holdco, Inc. ("Oracle Elevator") agrees to maintain Purchaser's elevator equipment as outlined in this agreement. We will strive to provide a comprehensive maintenance program to maximize the performance, safety, and life span of your equipment.

### Equipment To Be Maintained

| Building Name                      | Building Address                                 | Unit Quantity | Manufacturer Type     | Type of Unit        | State Serial No. | # of Floors    |
|------------------------------------|--|---------------|-----------------------|---------------------|------------------|----------------|
| Sea Coast Gardens III Condominiums | 4153 South Atlantic Avenue, New Smyrna Beach, FL | 2             | Smartrise & Vertitron | Hydraulic Elevators | 11882,11883      | Five (5) Stops |
|                                    |  |               |                       |                     |                  |                |
|                                    |  |               |                       |                     |                  | □              |
|                                    |  |               |                       |                     |                  |                |

## Preventative Maintenance Program

### We will examine your elevator equipment for optimum operation:

- Control and landing position systems
- Signal Fixtures
- Machines, drives, motors, governors, sheaves, and ropes
- Power units, pumps, valves, and mufflers
- Car and hoistway door operating devices and door protection equipment
- Loadweighers, car frames, and counterweights
- Safety Mechanisms
- Lubricate equipment for smooth and efficient performance.
- Adjust elevator parts and components to maximize performance and safe operation.
- Document all work performed on Maintenance Tasks & Records logs provided with each elevator.

### Full Coverage Parts Replacement

Repair or replace components worn due to normal wear, including controller components, selectors, dispatching equipment, door operators, door protective devices (except mechanical safety edges), interlocks and hangers, machines, worms, gears, motors, motor generators, brushes, governors, pumps, pump motors, valves. Refer to "Other Conditions" section for items not covered by this contract.

### Annual Safety Testing

Test equipment as outlined in the American National Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the effective date of this agreement. We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. You agree to pay for any costs of a third party inspector or inspection fees.

### Quality Assurance

To help increase your elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools and documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement system.

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

### In a Timely and Responsive Manner

We will visit your elevators on a regular and systematic basis. These visits will be performed during normal business hours, Monday through Friday, 8:00am to 4:30pm (except for scheduled holidays). We will respond to service requests during these hours at no charge. Service requests are defined as minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time). For all service requests, please call our dispatch location at 800-526-6115 and a trained representative will handle your call quickly and professionally.

## After Hours Service Requests

On service requests outside of normal business hours for services covered under this Agreement, you will be responsible for the straight time cost and the overtime cost of labor. Labor costs include travel time, travel expenses, and time spent on the job.

## TERMS OF SERVICE

- **Product Information.** You agree to provide Oracle Elevator with the current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.
- **Safety.** You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearances of equipment, notify us at once, and keep the equipment shutdown until the completion of any repairs. You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room temperature between 50 degrees F minimum to 90 degrees F maximum. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and proper handling of such liquids.
- **Other.** You agree to not permit others to make alterations, adjustments, or repairs or replace any component or part of the equipment during the term of this Agreement. You agree to accept our judgment as to means and methods to be employed for any corrective work under this Agreement, when Oracle Elevator's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which jeopardizes the safety of the riding public, Oracle Elevator may shutdown the equipment until such time as the operational problem is resolved. Oracle Elevator will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of the Agreement. In the event of sale, lease or other transfer of the elevator(s) or equipment herein described herein, or the premises in which they are located, you agree to see that any successor is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement, and is responsible for the unpaid balance due for the full unexpired term of the agreement.

In consideration for Oracle Elevator performing the services, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit Oracle Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against Oracle Elevator or our employees, including but not limited to loss, damage, injury or death that are alleged to have arisen from negligence of Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacturer, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to claims or losses determined to be caused by or resulting from the negligence of Oracle Elevator or our employees. You recognize that your obligation to Oracle Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

- **Items not Covered.** We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of cab enclosure, ceiling frames, panels, and other fixtures, hoistway door panels, door frames, sills, car flooring, subflooring, floor covering, lighting fixtures, ceiling light bulbs or tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement. If any components will need to be prorated, these items shall be specifically listed on Addendum A.
- **Other Conditions.** With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations to the existing design or function of the equipment. We shall not be obligated to service, make renewals or repairs by reason of obsolescence, misuse of

equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God or nature, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party. It is the owner's responsibility to supply any proprietary software or hardware that may be needed. Should your equipment require any safety tests on the commencement date of this agreement, Oracle Elevator assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators until the test has been made. We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the equipment fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

Oracle Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God or nature, or any cause beyond its control, and in no event shall Oracle Elevator be liable for any damages, any consequential, special, or indirect damages.

In the event a third party is retained to enforce this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. You hereby waive trial by jury in any action against us and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Volusia County, FL. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any rights under this agreement.

- **Price.** The price for the service shall be **THREE HUNDRED NINETY AND 00/100 DOLLARS (\$390.00)** per month, excluding taxes, payable quarterly in advance.
  - **Term.** This agreement is effective for **FIVE (5) years** starting \_\_\_\_\_ and is non-cancellable, except with thirty (30) days written notice for reasons of non-performance. "Non-performance" is described as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from you. To ensure continuous service, this agreement will automatically renew for successive FIVE (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial FIVE (5) year period, or ninety (90) days before the end of any FIVE (5) year renewal period. Notice shall be sent certified mail, return receipt requested. Time is of the essence.
- If Purchaser unilaterally terminates agreement, Purchaser shall pay Fifty Percent (50%) of the remaining contract value at the time of termination.
- **Early Payment Discount.** If you pay in advance for twelve (12) months of service on the equipment covered in this agreement, you may take a 3% discount from the annual price.
  - **Annual Price Adjustment.** As the cost we incur for providing elevator service may increase, we will adjust the price of your service accordingly, annually effective **on the anniversary date** of this agreement. We will adjust your monthly price based on the percentage change of operational costs such as increases to average wage rate of examiners, fuel costs, insurance costs (liability and group health) and metals index.
  - **Overdue Invoices.** A service charge of 1 ½ % per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may also choose to do the following: 1.) suspend all service until all amounts due have been paid in full, or 2.) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If Oracle Elevator elects to suspend service, we shall not be responsible for any damages or injuries of persons or property arising from the lack of service. Upon resumption of service, you will be responsible for payment to Oracle Elevator of any costs we incur as a result of the suspension of service.
  - **Acceptance.** Your acceptance of this agreement and its approval by an authorized manager of Oracle Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior

representatives or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions of this agreement will govern in the event of a conflict.

No agent or employee shall have the authority to waive or modify any terms of this agreement without the written approval of an authorized Oracle Elevator manager.

If applicable, your existing contract shall remain in full force and effect until this contract has been fully and properly executed by both parties.

**For Oracle Elevator:**

**For Purchaser:**

By: John Gill  
Signature of Authorized Representative

By: \_\_\_\_\_  
Signature of Authorized Representative

Print: John Gill

Print: \_\_\_\_\_

Title: Business Development Manager

Title: \_\_\_\_\_

Date: 10-5-23

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

**Oracle Elevator Approval:**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Please complete the following information:**

\_\_\_\_\_  
Contact Name

(\_\_\_\_) \_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Billing Name (Building Legal Name)

\_\_\_\_\_  
Property Tax Folio Number (Florida Only)

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
City, State, Zip Code

EIN# \_\_\_\_\_

**ADDENDUM A**  
**TO ELEVATOR AGREEMENT DATED**  
**October 5, 2023**  
 Estimate # O-071404

BETWEEN ORACLE ELEVATOR AND PURCHASER

- 1) Inspection cost included in monthly price to cover annual inspections.
- 2) Once agreement begins our team will have the first thirty (30) working days to determine if any items are deficient and not up to our maintenance standard. We will then submit a separate one (1) time proposal to correct these deficiencies.

Accepted by:

Oracle Elevator

Purchaser:

By: John Gill  
 Oracle Elevator Representative

By: \_\_\_\_\_  
 Signature of Authorized Representative

Title: Business Development Manager

Title \_\_\_\_\_

Date: 10-5-23

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