



## PREVENTIVE MAINTENANCE AGREEMENT

TO: Aquavista Condominiums  
17155 Front Beach Road  
Panama City Beach, FL 34213

DATE: March 16, 2021  
QUOTE: FL 487-2  
Cavinder Elevator Company Inc.  
316 S County Highway 83  
Pompano Building B  
Santa Rosa, FL 32459  
(850) 812-4299

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

**AQUAVISTA CONDOMINIUM  
17155 FRONT BEACH RD  
PANAMA CITY BEACH, FL 34213**

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

**Traction:** Elevator generators and controller parts including mechanical parts, gears, worms, bearings, thrusts, brake magnet coils or stators, brake shoes and lining, commutators, brushes, windings, contacts, magnet frames, coils, door interlocks, closers, solid state boards, pickup assemblies, rollers, ropes, rotating elements and resistance for motor and operating circuits.

**Hydraulic:** Elevator pumping unit, including mechanical parts, packing, piston, drive motor, pumps, wires, valves, starters, contacts, relays, controller, car door operator, contacts, rollers, gibs, closers, hangers, fixtures, magnet frames, piping, seals, hydraulic fluid and limit switches; with the exception of the cylinder containing the jack piston

Among the services we agree to render are the following:

- Examine all safety devices and governors periodically.
- Check tension of all hoisting cables and equalize same.
- Repair and /or replace door and gate operating equipment when necessary.
- Maintain proper lubrication of guide rails at all times.
- Renew guide shoe gibs as necessary
- Furnish special lubricants which are compounded for elevator equipment.
- Paint all machine room, pit steel & car top equipment
- Cab Ventilation fans
- Emergency lights and batteries
- Governor and Hoist Ropes
- Obsolete Controller Drives will be repaired at no cost, if damaged during normal operations  
(Excludes storm related power issues/hurricanes/flooding)

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

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

- Electrical power to elevator controls; including main line switch and fuses
- Repair, replacement or refinishing of elevator car enclosures, car doors, hoistway enclosure, hoistway doors, frames or sills, car flooring or covering.
- Elevator car light fixtures and lamps for ceilings
- Fire and smoke sensors and related control equipment not specifically part of elevator control.
- machine

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

#### **EQUIPMENT COVERED UNDER THIS AGREEMENT:**

TWO (2) TRACTION PASSENGER ELEVATORS  
TWO (2) HYDRAULIC PASSENGER ELEVATORS  
ST#'S 35089, 35090, 87252, 87253

#### **HOURS OF SERVICE**

- ( X ) **CAVINDER ELEVATOR COMPANY, INC.,** will perform maintenance service during regular working hours of the regular working days of the elevator trade **M-F 7am – 6pm.**
- ( X ) **CAVINDER ELEVATOR COMPANY, INC.,** will furnish emergency minor adjustment callback service twenty-four (24) hours a day Monday-Sunday.
- ( X ) **RESPONSE TIMES :** Will respond to emergency entrapment calls within one (1) hour and non-emergency callbacks within two (2) hours.

It is expressly understood, in consideration of the performance of the service enumerated at the price stated, that nothing in this agreement will be construed to mean that **CAVINDER ELEVATOR COMPANY, INC.** assumes any liability on account of accidents to persons or property, except those direct due to the negligent acts or omissions of **CAVINDER ELEVATOR COMPANY, INC.** or its employees; and that your own responsibility for accidents to persons or property while riding or being in or about the equipment referred to is no way affected by this agreement. You shall at all times be solely liable for the operation of the equipment. **CAVINDER ELEVATOR COMPANY, INC.** will not be held responsible or liable for any loss, damage, detention or delay caused by strikes, lockouts, fire, explosion, theft, commotion, malicious mischief, Act of God, or by any cause beyond its reasonable control, whether or not the same is herein specified, and in any event it will not be liable for consequential damages. No work, service or liability on the part of **CAVINDER ELEVATOR COMPANY, INC.** other than that specifically mentioned herein, is included or intended.

**MAINTENANCE SERVICE SHALL** on the DATE OF ACCEPTANCE ( the "Commencement Date" ) and shall be non-cancelable for FIVE (5) year. This agreement shall be automatically renewed for successive FIVE (5) year periods, unless either party timely serves written notice to cancel at least 90 days before the end of the initial FIVE (5) year period or 90 days prior to any subsequent FIVE (5) year renewal period.

**SHOULD THE PURCHASER** terminate the agreement before the expiration, all future charges for the unexpired portion of the Agreement becomes due and payable as liquidated damages. In the event of the sale, lease, or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser agrees to see that such Purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement.

**CONTRACT PRICE:**

**NINE HUNDRED FIFTY DOLLARS (\$950.00) per month**

Payments will be made on a quarterly basis, payable in advance upon presentation of invoice, plus sales tax, if applicable, and due on or before the last day of the month prior to the billing period, beginning on the date of acceptance

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

\* **Contract price will be fixed with no increases for the first 2 years**

\* **Contract price escalations shall not exceed 4% annually starting year 3**

\* **Annual Payment Discount is 3%**

Any provision of this agreement prohibited by law shall be ineffective (but only to the extent of and wherever such prohibition shall be applicable) without invalidating the other provisions hereof.

**SPECIAL TERMS OR CONDITIONS:**

**Billing Rates Outside Contract Coverage: \$275/hr/per mechanic RT (this rate will be adjusted annually based on the IUEC labor rate increases) Overtime is considered 1.7 M-S and 2.0 on Sundays and recognized IUEC holidays.**

**Per Florida State Statute 718.3025:**

**CAVINDER ELEVATOR COMPANY, INC** will employ a minimum of six (6) personal for the purpose of providing service to the owner.

**Testing:**

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

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

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

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

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

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

In the event of any default of the payment provisions herein, purchaser agrees to pay, in addition to any defaulted amount, all reasonable attorney fees, collection costs or court costs in connection therewith.

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

It is understood and agreed that this proposal and your acceptance thereof shall constitute, exclusively and entirely, the agreement for the service herein described between the undersigned parties through their respective representatives or agents, with proper legal capacity to contract, and shall be inuring to all respective successors and assigns. This agreement and its provisions being assignable under customary provisions of applicable common law and authority that all other prior representations or agreement, whether written or verbal shall be deemed to be merged herein and that no other changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties.

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

Date 3-16-2021  
Firm Aquavista Condo  
By Salvador A. Roldan  
Title President, HOA

Respectfully submitted by:

CAVINDER ELEVATOR COMPANY, INC.

By Jason Stuber  
Jason Stuber  
Sales Manager

Date 3/18/2021

Respectfully submitted by:  
CAVINDER ELEVATOR COMPANY, INC.

By [Signature]  
[Signature]  
Sales Manager



## SERVICE CONTRACT SETUP SHEET

Date 3/17/2021

**Building Name:** Aquavista Condominiums FL 487-2

**Street Address:** 17155 Front Beach Rd

City: Panama City Beach State: Florida Zip: 34213

### **Billing Info:**

Name of Company: Aquavista Condominiums

Street Address: 17155 Front Beach Rd

City: Panama City Beach State: Florida Zip: 34213

Email invoices: Yes Email address: Johnnie Parker jparker@madison.k12.al.us

### **Contact Info:**

Contact Name: Johnny Parker Cell Ph.# 256-759-5535

**Authorized Caller:** Name: Johnnie Parker (HOA Board President), Ph.# 256-759-5535

**Repair Approval Contact Name:** Johnnie Parker

Phone: 256-759-5535 **Email:** jparker@madison.k12.al.us

**Type of Contract:** (circle one) OT

Contract Service Start Date: 3/16/2021

Contract Billing Start Date: 3/16/2021

Term: 5 yr

Rollover Yes

Billing Frequency: Quarterly

### **Svc Requirements: (circle)**

- Monthly Svc with guaranteed hours Yes
- Fire Service Quarterly testing Y \*note if other please explain frequency: Monthly
- Testing included:
  - Annual Relief valve Testing Yes (2)
  - Annual no-load testing on tractions Yes (2)
  - 5yr Full load Rupture Valve Tests on Hydraulics Yes (2)
  - 5yr Full load Test on Traction Yes (2)
- Escalations: 4 Elevators total 2 hydraulic & 2 traction