

5061 S. SR 7, U-604
DAVIE, FL 33314
(954) 318-1965 (954) 445-4144
E-FAX: (954) 337-8034 FAX (954) 538-0232

NATIONAL ELEVATOR, INC.

FULL SERVICE MAINTENANCE CONTRACT

DATE: July 21, 2005
CUSTOMER: SEVENTH MOORINGS CONDOMINIUM ASSOCIATION, C/O AARON SCHECTMAN
ADDRESS: 18601 NE 14th Avenue, North Miami, Fl

NATIONAL ELEVATOR, INC. hereinafter referred to as the "COMPANY" hereby contracts with **SEVENTH MOORINGS CONDOMINIUM ASSOCIATION** hereinafter referred to as the "CUSTOMER", to service the following equipment:

ONE (1) FOUR (4) STOP HYDRAULIC ELEVATOR

TERMS and CONDITIONS

The COMPANY under this contract will service the equipment specified above according to the terms and conditions set forth herein. The COMPANY will use trained, state licensed and certified technicians directly employed and supervised by it. The COMPANY will monthly examine, adjust, clean, lubricate, and furnish lubricants. When conditions warrant, the COMPANY will repair and replace parts integral to the elevators specified herein at no additional charge.

EMERGENCY CALL BACK SERVICE IS ALSO INCLUDED. Emergency call back service is available 24 hours a day, seven days a week. This contract specifically excludes the following items on the equipment specified herein, POWER DISCONNECT SWITCHES and FEEDER to CONTROLLER, CAB, CAB FLOOR, CAB GATES/DOOR PANELS, FAN, HYDRAULIC PLUNGERS, CASING and BURIED PIPE, HOISTWAY STRUCTURE, HOISTWAY DOOR PANELS, PANELS, FRAMES, SILLS and LIGHT FIXTURES INCLUDING BULBS or TUBES. The COMPANY will not be responsible for leveling performance of single speed AC elevator equipment. This contract does not cover any repairs caused by negligence, accident, Acts of God, abuse, misuse or obsolescence of the equipment or any other causes beyond the control of the COMPANY. This contract does not cover false calls for service, including but not limited to, the equipment running normally on arrival of the mechanic, calls made to retrieve items dropped into the hoistway or those resulting from vandalism, abuse or misuse. The CUSTOMER will be responsible for all repair and/or service calls *not covered under this contract* that are answered by the COMPANY. The amount billed will be at the rates in effect at the time of the call, including applicable traveling time and expenses.

The items listed, or parts thereof, listed below show considerable wear and may have to be repaired or replaced in the near future. To provide the CUSTOMER with the maximum service from these items, the COMPANY is willing to accept them in their present condition. The CUSTOMER understands that they are responsible for the repair and/or replacement of these items when it becomes apparent or necessary to do so.

NOT APPLICABLE.

This contract *does not* include modernization of or modifications to any of the equipment outlined above. The COMPANY *is not* responsible under this contract to install new parts or attachments on the equipment other than and different from those now comprising the equipment. CUSTOMER will not permit others to make alterations, additions, adjustments, repairs or replacements to the equipment serviced hereunder. If modernization or modification is requested by the CUSTOMER or authorized agents, or recommended or directed by insurance

companies or government authorities, the COMPANY will submit a separate proposal to the CUSTOMER detailing the scope of the work and the costs associated thereto. This contract contemplates that normal maintenance and repair work will be done during regular working hours, 8:00 am to 4:00 pm of the COMPANY'S regular working days, Monday through Friday with exception of legal holidays. Emergency service is available twenty-four hours a day, seven days a week.

CUSTOMER'S RESPONSIBILITY: The price and services as outlined herein are based upon the CUSTOMER furnishing to the COMPANY legible, current wiring diagrams for the subject equipment. The CUSTOMER'S responsibility for accidents to persons or properties while riding in, on or about the equipment is in no way negated by this contract. Adequate liability insurance is recommended.

CUSTOMER hereby accepts the responsibility for notifying the COMPANY immediately upon malfunction of the covered equipment and to place same "out of service". CUSTOMER'S failure to adhere to this policy will nullify the COMPANY'S liability under this contract. It is understood that the COMPANY when not working in, on or about said equipment does not assume management or control thereof. The terms of this contract shall be construed to mean that the COMPANY assumes any liability for the accidents to persons or properties except those directly attributable to negligence by the COMPANY or its employees. In the event of litigation, the COMPANY agrees, if necessary, to cooperate in the defense of lawsuits brought jointly against the parties of this contract. The COMPANY shall not be held responsible or liable for consequential damages due to any loss, damage, detention, or delay caused by failure of the equipment to operate by reason of accidents, labor troubles, strikes, lockouts, fire, flood, acts of civil or military authorities or by any other event. No work, service or liability on the part of the COMPANY other than that specifically outlined herein is included or intended. The COMPANY certifies that it maintains current General Liability Insurance. This contract constitutes the entire agreement between the parties for the services described and all prior representations are merged herein, whether written or verbal.

This contract commences on the first day of the month of December 8, 2005. It is understood by and between the CUSTOMER and the COMPANY that this contract shall remain in full force and effect from the date execution, for a five (5) year period or until terminated as provided herein. If for any reason the COMPANY deems it necessary to cancel this contract, it may be done with thirty (30) days prior written notice. CUSTOMER may cancel this contract thirty (30) days prior to the anniversary date otherwise the Contract will be renewed for another five (5) year term. CUSTOMER may not assign this contract without the consent of the COMPANY. COMPANY'S consent will not be unreasonably withheld. CUSTOMER shall be responsible for all invoices under this contract until proper notice is received. The COMPANY reserves the right to discontinue this maintenance contract at any time, without notice, in the event that timely payments are not made. CUSTOMER further agrees to pay any and all charges incurred by the COMPANY for the collection of overdue invoices, including but not limited to attorney's fees and costs of suit. If submitted to a collection agency, the CUSTOMER shall pay a collection cost of twenty-five (25%) percent in addition to any interest and principle due, including but not limited to attorney's fees and the cost of suit. *Invoices outstanding beyond thirty (30) days shall incur a one and one half percent (1 1/2%) interest charge compounded monthly. Invoices will be deemed acceptable unless specific written objection is received by the COMPANY from the CUSTOMER and/or its authorized agents within seven (7) days from the date of the invoice.*

The contact price for services rendered as stated herein shall be ~~One Hundred Thirty-Five Dollars (\$135.00)~~ Twenty ~~per month~~, in advance. The price shall be adjusted yearly based upon increases in the cost of labor and materials. These adjustments shall be made, and become effective as of the first day of the anniversary month of each year thereafter. In addition, the CUSTOMER shall pay the appropriate amount of tax based on sales hereunder, or provide the COMPANY with documentation of tax free status upon acceptance of this contract. Payment terms are net thirty (30) days.

This contract becomes a valid when executed by the CUSTOMER and the COMPANY. This contract and its parties are subject to the laws of the State of Florida. In the event that your acceptance of this contract is in the form of a purchase order or similar document, the provisions, terms and conditions of this contract will govern.

ads KRS
\$125.00

Twenty KRS ads

The parties of this contract warrant that the individuals executing this agreement are fully authorized to do so.

SEVENTH MOORINGS CONDOMINIUM ASSOCIATION

PRINT AARON H. SCHECTMAN
NAME OF AUTHORIZED REPRESENTATIVE: _____ ~~_____~~ DATE: 12-8-05

SIGNATURE: Aaron H. Schectman DATE: 12-8-05

NATIONAL ELEVATOR, INC.

PRINT _____
NAME OF AUTHORIZED REPRESENTATIVE: Ken Slack DATE: 12-8-05

SIGNATURE: Ken Slack DATE: 12-8-05

5061 S. SR 7, U-604
DAVIE, FL 33314
(954) 318-1965 (786) 220-9413
FAX (954) 318-3524 E-FAX (954)337-0457
WWW.NATIONALELEVATORINC.COM

NATIONAL ELEVATOR, INC.

SEVENTH MOORINGS CONDOMINIUM
18601 NE 14 AVENUE
NORTH MIAMI BEACH, FL

ADDENDUM TO SERVICE CONTRACT

National Elevator, Inc. agrees to provide phone monitoring service at the above mentioned location at an additional cost of Fourteen Dollars (\$14.00) per month per phone.

SEVENTH MOORINGS CONDOMINIUM

PRINT
NAME OF AUTHORIZED REPRESENTATIVE: Carol Schectman DATE: 4/10/09
SIGNATURE: Carol B. Schectman DATE: 4/10/09

NATIONAL ELEVATOR, INC.

PRINT
NAME OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____
SIGNATURE: _____ DATE: _____