



# Ascent Elevator Services, Inc.

## Lubricate & Service Maintenance Agreement

*State License C11 #835183*

Date: May 15, 2018

Ascent Elevator Services, Inc., (hereinafter referred to as the Company) agrees to furnish to:

**Bonsall Unified School District  
31505 Old River Rd.  
Bonsall, CA 92003**

(hereafter called the Purchaser); Limited Maintenance service on the following listed elevator(s) located at:

**Bonsall Elementary School  
31555 Old River Rd  
Bonsall, CA 92003  
&  
Bonsall West Elementary School  
5050 El Mirlo Dr.  
Oceanside, CA 92057**

<u>QUANTITY</u>	<u>TYPE</u>	<u>MANUFACTURER</u>	<u>LANDINGS</u>	<u>STATE ID</u>
1 (One) 1 (One)	Wheelchair Lift Wheelchair Lift	Porchlift Porchlift	2/2 In Line 2/2 In Line	141238 (Bonsall) 129955 (West Elem)

The Company will provide exclusive **Ascent Elevator Services, Inc.** Services, Semi-Annually, using trained personnel directly employed and supervised by the Company.

The Company agrees to maintain the above referenced elevator equipment (the "Equipment") by performing the work in accordance with the following terms and conditions:

Under this Agreement, the Company will on a Semi-Annual basis examine, clean and lubricate as required in addition to other services as specified,

**Scheduled Examinations**

On a Semi-Annual basis we will perform the following tasks:

Verification of leveling accuracy and appropriate adjustment

Testing of telephone and alarm bell.

Provide lubrication of guides and door equipment

Inspect controller and contactors

Check cable tensioning

Provide testing logs as required by the State

This contract does not include any repairs, replacement parts, troubleshooting or adjustments to the elevator system. This is a Lubricate and Service agreement only. Parts and repairs are specifically excluded and will require additional written approvals by customer prior to work being performed.

We shall not be required to make repairs or renewals necessitated because of negligence or misuse of the equipment, vandalism, building compression, power line fluctuations, damage by weather or adverse environmental conditions, work performed by others, or any other cause beyond our control.

We shall not be required to make safety tests not included in this agreement, or install new attachments or devices on the equipment as directed or recommended by others. We shall not be required to make any replacements with components of a different design, or to upgrade or modernize the equipment.

Wiring diagrams will be maintained for use by the Company technicians. Customer agrees to furnish a complete set of current "as built" diagrams when necessary. Diagrams furnished by the Company will remain the property of the Company.

The Purchaser agrees to provide the Company with unrestricted ready access to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free of water, stored materials and excessive debris. The Purchaser agrees to provide a safe workplace for Company personnel, and to remove any hazardous materials in accordance with applicable laws and regulations.

## UNDER THE CONTRACT Ascent Elevator Services, Inc. WILL ALSO PROVIDE:

**24-HOUR SERVICE-** The Company will provide Purchaser with our 24-hour, year-round dispatching service. This includes 24-hour answering of any elevator phone unit at no additional charge. In the event an elevator malfunction occurs between regular examinations, our Company service representative will, at Purchasers request, dispatch a technician to perform emergency minor adjustment call back service. **The cost of emergency service is not included in this Agreement. All calls are billed at the companies published billing rates.**

**QUALITY CONTROL-** The Company will have a maintenance Supervisor perform periodic surveys to verify that the elevator(s) conform to the Company requirements for maintenance quality and safety. In addition, during the term of this contract, the Company will maintain call back and repair data, a record of routine examinations, and periodically conduct field audits of personnel to maintain high maintenance program standards.

**CUSTOMER SERVICE-** The Company will assign a representative to Purchasers account, who will periodically visit Purchasers building and will be available for consultation in any matter relating to the maintenance of the equipment. The Company Account Representative will be available to discuss Purchasers elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the equipment.

**REPORTS-** The Company will maintain management reports which monitor any and all service calls for the elevator(s), listed by unit, which are received by the dispatching center. At the Purchaser's request, these reports can be provided for a specific period of time.

### CONDITIONS OF SERVICE:

The Company shall have the responsibility to examine, clean and lubricate elevator components. Anything not specifically included in this contract is considered excluded.

With the passage of time, the present Equipment's technology and design may become outdated or obsolete. The Company shall not be required to modernize, upgrade, recreate obsolete parts or further enhance the Equipment or it's operation from the conditions which are existing as of the effective date of this agreement.

### TERM

This service shall commence on 5/22/18 and shall continue thereafter until terminated pursuant to this Agreement. Either party may terminate this Agreement at the end of the One-year term or at the end of any subsequent One-year term by giving the other party written notice, SIXTY (60) days prior to the end of the term or any renewal thereof.

### COMPENSATION

The price of this service shall be: **Sixty and NO/100 Dollars (\$60.00)**, per month, payable upon receipt of invoice (quarterly or semi-annual invoices available upon request), to the Company's Corporate Headquarters in Dublin, California. In addition, Purchaser agrees to pay any sales tax, use, excise or any other taxes which may now or hereafter be applicable to the services to be performed under this Agreement.

The price set forth above shall be adjusted annually for each year this Agreement is in effect to compensate for changes in the cost of labor and material. This price as adjusted shall be effective for the following year. Adjustments shall be based on the contract price which shall be increased or decreased based on labor cost changes. This will be calculated by computing the percentage of change in the straight time hourly rate paid by the Company for elevator examiners, in the locality where the equipment is to be maintained.

For the purpose of this Agreement and subsequent adjustments, the straight time hourly rate for elevator examiners shall equal the actual hourly rate paid to the elevator examiner plus the fringe benefits granted in lieu of, or in addition to, hourly rate increased. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, disability and accident insurance, and medical/dental insurance.

### TERMS AND CONDITIONS

The Company shall be liable for accidents and injuries to person or property only when caused by the sole negligence or willful misconduct of the Company or its employees. It is agreed that when the Company is not working about or on Purchaser's equipment, the Company does not assume the management or control thereof, and at time the Company's service person is servicing the equipment, the Company is asserting possession and control over the specific component being serviced at any given moment, and possession and control of the remainder of the equipment shall remain with the Purchaser who shall indemnify, defend and hold the Company harmless from all loss and liability in connection therewith, except when caused by the sole negligence or willful misconduct of the Company or its employees.

Purchaser shall indemnify and defend the Company against all claims, demands, and liability for damages for bodily injury to persons and/or damage to property arising out of or connected with the use, repair or maintenance of the Equipment. This indemnity and defense obligation will not extend to any claims, damage or liability caused by the sole negligence or willful misconduct of the Company or its employees.

