



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)	Wheelchair Lift	Porchlift	2/2 In Line	141238 (Bonsall)
1 (One)	Wheelchair Lift	Porchlift	2/2 In Line	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.

The Company shall not be responsible for injuries or damage relating to any condition of the elevator equipment that cannot be revealed by the ordinary inspection methods offered by this service. The Company shall not be responsible for making safety inspections of elevator and/or building equipment outside the scope of this Agreement. However, if safety defects incidentally come to the attention of the Company while carrying out its regular duties hereunder, the Company agrees to inform the Purchaser of such defects and the Purchaser shall be responsible for the cost of repair or replacement. If the Purchaser does not authorize the Company to perform such repair or replacement or if any accident or injury to person or property occurs in connection with the Purchaser's elevators, except if same is caused by sole negligence or willful misconduct of the Company, the Purchaser shall hold the Company harmless from any resultant claim, loss, liability or injury including reasonable attorney fees. The Company shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, fire, floods, acts of civil military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its reasonable control. In no event shall the Company be liable for consequential damages. The Purchaser agrees to provide the Company with immediate notice of any accident, damage, alteration, report of malfunction or other condition affecting the equipment; to promptly take the equipment out of service when it becomes unsafe for these purposes. The Purchaser agrees not to permit its employees or parties other than the Company to make changes, adjustments, repairs or replacements to the equipment covered under this Agreement.

In the event the Purchaser fails to pay any sum due for elevator service or repair within thirty (30) days of billing date, or if the Purchaser otherwise violates its responsibilities under this Agreement, the Company may immediately discontinue service, without further obligation or liability. A service charge of 1 1/2% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In either event, the Company may further (at its option) declare this Agreement terminated, in which event all sums due or to become due under the Agreement for the unexpired term thereof shall immediately be due and payable as liquidated damages. In the event of litigation arising from any breach of this Agreement or the indemnity provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney fees incurred. In the event of the sale, lease or other transfer of the Equipment described herein, or the premises in which they are located, the Purchaser agrees to see that such new owner is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement or otherwise be liable for the full unpaid balance due to the full unexpired term of the Agreement. In any such case the Company may at its sole option terminate the Agreement with any successor at any time upon thirty (30) days advance notice in writing.

MECHANICS LIEN

Purchaser understands that the Company has the right to a mechanics lien against the real property on which the Equipment is situated in the event of non-payment or untimely payment of service rendered and materials supplied pursuant to applicable law.

ENTIRE AGREEMENT

This document shall become a valid Agreement only when accepted by the Purchaser and subsequently by an Authorized Representative of the Company, and shall constitute the entire Agreement between the parties. All representatives on which this Agreement is based have been expressly set out in this Agreement. No agent, representative or employee of the Company shall have the authority to waive any provision of the Agreement. This Agreement is entered into in San Diego, California.

Accepted:

Proposal Submitted By:

Ascent Elevator Services, Inc.


Legal name of Purchaser / Owner

Trina Davidson

Date

Sales Manager

By:



Signature

Accepted For:

Ascent Elevator Services, Inc.

Title: ASSISTANT SUP

Randy Davidson

Date

General Manager

Date: 52218