

# Gold Service Agreement

**Purchaser:** Nueces County  
901 Leopard St Rm 103  
Corpus Christi, TX 78401-3602

Hereinafter referred to as "Purchaser", "you", and "your".

**By:** ThyssenKrupp Elevator Corporation  
5655 Bear Lane Suite 101B  
Corpus Christi, TX 78405  
Phone: 361-299-0033  
Fax: 361-299-0502  
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

## GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

### Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
901 LEOPARD ST, Courthouse	901 Leopard St	MCE	Gearless	US706178	10
901 LEOPARD ST, Courthouse	901 Leopard St	MCE	Gearless	US706179	10
901 LEOPARD ST, Courthouse	901 Leopard St	MCE	Gearless	US706181	10
901 LEOPARD ST, Courthouse	901 Leopard St	MCE	Gearless	US706182	10
901 LEOPARD ST, Courthouse	901 Leopard St	Schindler	Geared	US706183	10
901 LEOPARD ST, Jail	901 Leopard St	MCE	Hydraulic	US706184	5
901 LEOPARD ST, Jail	901 Leopard St	MCE	Hydraulic	US706185	6
901 LEOPARD ST, Jail	901 Leopard St	Dover	Geared	US706186	7
901 LEOPARD ST, Jail	901 Leopard St	Dover	Geared	US706187	7
901 LEOPARD ST, Jail	901 Leopard St	Dover	Hydraulic	US706188	6
901 LEOPARD ST, Courthouse	901 Leopard St	Schindler	Hydraulic	US706190	3
901 LEOPARD ST, Courthouse	901 Leopard St	Schindler	Hydraulic	US706191	3



# Gold Service Agreement

## **Preventative Maintenance Program**

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

## **Full Coverage Parts Repair and Replacement**

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

## **Maintenance Control Program**

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

## **Quality Assurance**

To help increase 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 our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

# Gold Service Agreement

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time. You, Nueces County, are not under any obligation to accept or to implement any recommendation.

## **Service Requests During Normal Working Days and Hours**

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from MAX Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

## **Overtime Service Requests**

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

## **Digital Customer Experience**

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect at our cost to your elevators by installing a remote-monitoring device.

MAX will analyze the unique outputs of your equipment 24/7 and when existing or potential outages are identified MAX will automatically communicate with our dispatch center. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technicians with precise diagnostic detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime. For additional terms and conditions see MAX considerations.

## **Service History Website:**

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER,

# Gold Service Agreement

ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

**ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

# Gold Service Agreement

**ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser**

**Section 1, Elevator Detail:**

Total number of elevators in Building : \_\_\_\_\_

-

Elevator #	Elevator Telephone Number including Area Code		Elevator #	Elevator Telephone Number including Area Code

**Section 2, Purchaser Designated Contacts:**

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1				
2				
3				

**Section 3, Local Emergency Services Contact Information:**

Phone # for Local Police Department:                    (        )                    -                    \_\_\_\_\_

Phone # for Local Fire Department:                    (        )                    -                    \_\_\_\_\_

**Section 4, Purchaser's Special Instructions:**

The following are special instructions provided by Purchasers with respect to the information supplied above:

# Gold Service Agreement

## **Periodic Safety Testing (Check box if included)**

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

## **Product Information**

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). 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. Such copies will be returned or destroyed at the conclusion of this agreement.

## **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 immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. 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 the proper handling of such liquids. 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 also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

## **Other**

You agree not to permit others to make alterations, additions, 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 the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

**In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which**

# Gold Service Agreement

is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, 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 the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp 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.

## Insurance

**Purchaser is self insured.**

## Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment, advertising devices, kiosks or touchscreen displays, security systems of any kind, card readers, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps, signage, braille, and all other items as set forth and excluded in this agreement.

## Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

# Gold Service Agreement

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, in Nueces County Texas which the equipment is located as to all matters and disputes arising out of this agreement.

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 their failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

**MAX Considerations:** Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.

If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of these devices shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.



# Gold Service Agreement

## **Price.**

The price for the services as stated in this agreement shall be Five Thousand Two Hundred Dollars (\$5,200.00) per month payable Quarterly in advance. Purchaser is a "tax exempt" entity.

## **Term**

This agreement is effective for Sixty (60) month(s) starting upon acceptance and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Twelve (12) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Twelve (12) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

## **Annual Price Adjustments**

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state. Purchaser may terminate this agreement at any time upon 30 days written notice subsequent to a price increase

## **Early Payment Discount**

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

## **Overdue Invoices**

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any undisputed sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within ninety (90) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

## **Pre-Existing Conditions and/or No or Limited Pre-Maintenance Inspection**

ThyssenKrupp Elevator submits this agreement with the understanding that all existing equipment has been the subject of an appropriate maintenance program. During the first ninety (90) days of this agreement, ThyssenKrupp Elevator, at its sole option, will thoroughly inspect the equipment and may submit a comprehensive evaluation of findings to Purchaser. Should that evaluation reveal items that ThyssenKrupp Elevator determines, in its sole opinion, require repair and/or replacement, we will provide you with a written proposal for that work at additional cost to you. Should you fail to

# Gold Service Agreement

accept our proposal, we shall have the exclusive right to either immediately terminate this agreement or exclude the affected component from this agreement upon written notice to you. Fee payable prospectively will be proportionally adjusted. Should unsafe or hazardous conditions exist, we retain the exclusive right to terminate this agreement immediately upon written notice to you. If contract is terminated, any notices paid in advance will be returned on a pro-rata basis.

## **Schindler 321A Miconic (hydro) or 330A (hydro)**

ThyssenKrupp Elevator does not accept responsibility to test, maintain, repair or replace any Schindler Elevator inverted, twin-post, telescopic jacks under the coverage of this maintenance agreement and they are specifically excluded from these terms and conditions. Any required repair or replacement of this equipment will be billed to Purchaser at ThyssenKrupp Elevator's current "time and material" billing rates.

## **Special Considerations**

**This agreement is entered into pursuant to and in compliance with, thyssenkrupp Elevator "OMNIA Partners" CPN (Certified Proposal Number): "TX-R150801-304179" The terms and conditions of this award by "OMNIA Partners" are hereby incorporated by reference.**

**ANNUAL PRICE INCREASES: Annual Price Increases will be in accordance of the "OMNIA Partners" Contract guidelines during the Five (5) year term of this "Elevator Maintenance Agreement".**

**OWNER'S RESPONSIBILITY ANNUAL STATE INSPECTION: The cost of the Annual State Inspection and the cost of the QEI Inspector are not included in the price of this contract (Cost may vary from QEI Inspectors & QEI Inspection Companies).**

**Annual Certificate Filing Fees (\$20.00 per elevator, per year) and applying for the Certificate of Inspection are NOT INCLUDED and must be paid for and filed by the Owner(s) and/or Manager(s) of the property.**

**All Jail/Prisoner Elevators will have "Platinum Premier" 24/7 - 365 days per year coverage with any callback outside of normal business hours covered per terms of this agreement at no additional cost excluding vandalism and/or acts of god.**

## **Maintenance Frequency:**

**Monthly for all Geared and Gearless Units**

**Quarterly for all Hydraulic Units**

# Gold Service Agreement

**Acceptance**

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described inclusive of the terms and conditions as set out the "OMNIA Partners" agreement. All other prior representations 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 other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

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

ThyssenKrupp Elevator Corporation:	Nueces County:	ThyssenKrupp Elevator Corporation Approval:
<p>By: _____ (Signature of ThyssenKrupp Elevator Representative)</p> <p>Bryan Bjork Account Manager bryan.bjork@thyssenkrupp.com</p> <p>_____ (Date Submitted)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>Paul Fisher Branch Manager</p> <p>_____ (Date of Approval)</p>