



**Dynamic Elevator  
Control Corp.**

# MAINTENANCE CONTRACT

<b>Bill to:</b>	<b>From:</b>
<p><b>Doral Gardens II</b></p> <p>4920 Nw 79<sup>th</sup> Ave Miami Fl 33166 (Club House) Ph: 305-592-1408 doralgardens@epicmgmts.com</p>	<p><b>Dynamic Elevator Control Corporation</b></p> <p>Tele: 305-597-2588 Fax: 305-597-8233 www.dynamicelevatorcontrol.com info@dynamicelevatorcontrol.com 10801 NW 14 St, Miami FL, 33172 Suite 106</p>

<u>No. of Units</u>	<u>Type of Unit</u>	<u>Manufacturer</u>	<u>Customer Designation</u>	<u>Serial Numbers</u>
11	Hydraulic	Dynamic Elevator Control Corp	Passenger	65444..65451, 65898..65900

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Client Signature

## **PERFORMANCE**

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### **MAINTENANCE**

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and minor adjustment of the following parts:

#### **MACHINE ROOM**

- Check Relay Contacts
- Readjust Electronic components, their terminals, connections and functionality.
- Check contacts of Motor Starter and adjustments.
- Check Parameters of solid state and adjustments.
- Check the protections of the Overload and Phase Relay. Also check the timing it takes to go into effect.
- Check Auxiliary Contacts Block of Starters
- Check Electronic Parameters of protection of motor in the Solid State and its adjustments.
- Check and adjust Reversing Starters.
- Check and adjust Control Valve.
- Check Level of Oil in the submersible pump.
- Check and Clean filter system of the pumps.
- Analyze the state of Contamination or Decomposition of Hydraulic Oil for the best functionality.
- Check Voltage of the Fuses of the Control that are adequate for the best protection of the electronic parts.
- Check and adjust the fuses of Main Breaker.
- General Cleaning of machine room.
- Check Functionality of the Battery Lowering Unit.

#### **CAR**

- Adjustment of Selector Parts.
- Adjust and Maintenance of Door Hanger Roller Assemblies.
- Adjust and Maintenance of Door Gibs Guides.
- Adjust and Maintenance of Interlock Switch.
- Adjust and Maintenance of Door Motor.
- Adjust and Maintenance of Door Gate Switch.
- Adjust and Maintenance of Car Door Clutch.
- Revision, Adjustment & Maintenance of Door Restrictor.
- Adjust and Maintenance of Door Track.
- Adjust and Maintenance of Floor Selector and its equipment.
- Revision and check Functionality of Emergency Stop Switch.

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- Revision and check Functionality of Stop Inspection.
- Check Pushbuttons for Calls, Door Open & Close, and Call Cancel.
- Revision and check Functionality of Fire Service Key Switch Phase Two (2).
- Revision and check Functionality of Emergency light.
- Check Battery for Emergency Light.
- Revision and check Functionality of Alarm Bell.
- Revision and check Functionality of Phone Line.
- Revision and check Functionality of Position Indicators.
- Revision and check Functionality of Inspection Box.
- Check Motor Belt.
- Check Functionality and Maintenance of Safety Edge Equipment Type RA.
- Check Functionality of Traveling Cable.
- Revision and check Functionality of Proximity.

### HALL

- Adjust and Maintenance of Door Hanger Roller Assemblies.
- Adjust and Maintenance of Door Gibs Guides.
- Adjust and Maintenance of Door Parts and Equipment.
- Adjust and Maintenance of Door Interlock Switch.
- Adjust and Maintenance of Door Track.
- Adjust and Maintenance of Pick-Up Roller Assembly.
- Adjust and Maintenance of Door Spirator.
- Check Key Switch Access for Up/Down.
- Check Fire Service Key Switch Phase One (1).
- Check Fire Tabs Brackets.

### PIT

- Check Pit Flood Alarm.
- Adjust and Maintenance of Limit Switch.
- Check Stop Switch.
- Check Light in the Pit.
- Maintenance and General Cleaning of Pit\*
- Lubrication of Railing.
- Check piston seal.

\*General Cleaning of Pit does **not** include water and Oil.

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## **EXCLUSIONS**

Services, repairs and/or parts not listed above are specifically excluded. This Contract does not cover inspection, lubrication, adjustment or cleaning that requires disassembly. If you later request any of these services, you agree to pay extra at our regular billing rates.

The Parts mentioned above that are included in the maintenance are not covered by damages resulting in vandalism, high voltage of the Main Line, Electrical discharges of lightning, water, Bad weather, High temperate changes, damages caused by nature or act of god.

## **RELIABILITY**

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### **QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. *Dynamic Elevator Control Corp.* field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

### **JOB**

If client finds cheaper price on a repair or exchange of any elevator parts. Client is obligated to show us the quote from rival company and give us a change to price match. If Client still wishes to use rival company or *Dynamic Elevator Control Corp.* wishes to not do the said job; Client must sign a waiver stating *Dynamic Elevator Control* is not held liable for said job and any injuries or deaths that may occur.

## **RESPONSIVENESS**

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### **24-HOUR DISPATCHING**

We will, provide you with access to our 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call to our office or a customer service representative (after office hours), who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service. In the event *Dynamic Elevator Control Corp.* receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, *Dynamic Elevator Control Corp.* shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call.

If *Dynamic Elevator Control Corp.* is unable to reach a building representative, *Dynamic Elevator Control Corp.* shall respond to the emergency call from the phone in the elevator. It is your responsibility to have a representative available to receive and respond to calls; and (b) maintain working telephone equipment.

## **COMMUNICATION**

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### **CUSTOMER REPRESENTATIVE**

A *Dynamic Elevator Control Corp.* representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units.

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## **SAFETY AND ENVIRONMENT**

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### **SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

### **FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, *Dynamic Elevator Control Corp.* will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

### **SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### **ENVIRONMENTAL PROTECTION**

*Dynamic Elevator Control Corp.* endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and *Dynamic Elevator Control Corp.* employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

### **MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

### **SHARED RESPONSIBILITY**

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units is located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, *Dynamic Elevator Control Corp.* incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures.

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Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with *Dynamic Elevator Control Corp.* personnel while *Dynamic Elevator Control Corp.* personnel are working on site at Customer's facility

## **WORK SCHEDULE**

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### **NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by *Dynamic Elevator Control Corp.* to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

### **OVERTIME**

Callbacks outside of regular working hours will be free of charge.

## **OWNERSHIP AND LICENSES**

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### **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by *Dynamic Elevator Control Corp.* to the equipment. These diagrams will remain your property.

### **DYNAMIC ELEVATOR CONTROL CORP. SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of *Dynamic Elevator Control Corp.* employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized *Dynamic Elevator Control Corp.* personnel.

You agree to keep the software resident in the service equipment in confidence as a trade secret for *Dynamic Elevator Control Corp.* You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

### **DYNAMIC ELEVATOR CONTROL CORP. SOFTWARE**

Software owned by *Dynamic Elevator Control Corp.* may be embedded in parts or otherwise provided by *Dynamic Elevator Control Corp.* as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy.

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You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

#### **NON-DYNAMIC ELEVATOR CONTROL CORP. SOFTWARE**

You retain your rights to any software not provided by *Dynamic Elevator Control Corp.* contained in the Units and agree to allow *Dynamic Elevator Control Corp.* to make one backup or archival copy for you.

#### **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- *Dynamic Elevator Control Corp.* equipment. These tools must be provided prior to us beginning maintenance on such equipment.

#### **THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

#### **CLARIFICATIONS**

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We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts.

Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief, or acts of God.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

#### **ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

#### **SPECIAL PROVISIONS**

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Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

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## **CONTRACT PRICE AND TERM**

### **CONTRACT PRICE**

One Thousand Sixty-Five Dollars and Zero Cents \$ 1,065.00 per month, payable Monthly.

If client does not pay at the date the client discloses. A fee of 10% of the total for every month will be added to the existing balance.

### **TERM**

The Commencement Date will be MAY 01, 2017

The Term of this Contract unless modified under the extended term below, will be for one (1) year beginning on the Commencement Date. The Contract will automatically be additional one (1) year unless terminated by either party by giving written notice to the other party at least ninety (90) days in advance. Contract will not be dissolved unless client has paid any existing balance.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to *Dynamic Elevator Control Corp.* all sums due for the unexpired Term.

### **PAYMENTS**

Payments will be made on a monthly basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be checks or credit/debit card. If a credit/debit card is used; A sum of 3% of the total sum being paid will be added to the existing price.

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## ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of *Dynamic Elevator Control Corp.* Further, any manual changes to this form will not be effective as to Dynamic Elevator Control Corp. unless initialed in the margin by an authorized representative of *Dynamic Elevator Control Corp.*

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Description	
Building Name	<b>Doral Gardens II</b>
Building Address	4920 Nw 79 <sup>th</sup> Ave Miami Fl 33166
Type	Simple , Hydraulic
Landing	3
Price	<b>\$ 1,065.00</b>

### Customer

Approved by Authorized Representative

Print Name: SADIK HABACH

Signature: [Signature]

Date: 05-01-2017

Title: PRESIDENT

Email: DORAL GARDENS@EPIC HEIGHTS.COM

### Dynamic Elevator Control Corporation

Approved by Authorized Representative

Print Name: Guillermo Rodriguez

Signature: [Signature]

Date: 4/21/17

Title: Vice-President

Dynamic Elevator Control Corp Signature

Guillermo Rodriguez

Client Signature

[Signature]