

July 15, 2022



Purchaser
International Village
3700 Inverrary Drive
Lauderhill, FL 33319
954-484-9106

Urban Elevator Service FL, LLC
2200 N Commerce Parkway
Suite 200
Weston, FL 33326
Tel. 239-688-1066
Fax. 708-416-0160

Urban Elevator Service FL, LLC ("Urban Elevator") hereby agrees with International Village ("Purchaser"), who is the owner or owner's manager or agent, to service the following vertical transportation equipment ("Covered Equipment") using skilled personnel as described below:

<u>Qty.</u>	<u>Type of Equipment</u>	<u>Stops/Openings</u>	<u>Customer Designation</u>	<u>Capacity (lbs)</u>	<u>Speed (fpm)</u>
1	Hydro	3	Nottingham	2000	100
1	Hydro	3	Zurich	2000	100
1	Hydro	3	Edelweiss	2000	100
1	Hydro	3	Heidelberg	2000	100
1	Hydro	3	Interlaken	2000	100
1	Hydro	3	St. Moritz	2000	100
1	Hydro	3	Yorkshire	2000	100
1	Hydro	3	Bordeaux	2000	100
1	Hydro	3	Marseilles	2000	100
1	Hydro	3	Grenoble	2000	100
1	Hydro	3	Orleans	2000	100

The price of this Agreement is One Thousand Five Hundred Twenty Six and 00/100 Dollars (\$1,526.00) per month, payable Quarterly, in advance.

Customer Initial *SM*

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Suite 200
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Equipment Location
International Village
3700 Inverrary Drive
Lauderhill, FL 33319

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1	Hydro	3	Orleans	2000	100

Urban Elevator Service – Full Service Maintenance Agreement

The price of this Agreement is One Thousand Five Hundred Twenty Six and 00/100 Dollars (\$1,526.00) per month, payable Quarterly, in advance.

Customer Initial

PREVENTATIVE MAINTENANCE SERVICES

Urban Elevator shall periodically and systematically inspect, lubricate, and adjust Covered Components (as defined below) on the above-described Covered Equipment (the "PM Services") sited at the above-described Equipment Location. If necessary and at its sole discretion, Urban Elevator will repair or replace Covered Components with OEM or OEM-equivalent parts selected by Urban Elevator. Urban Elevator will perform PM Services in accordance with its maintenance program for the specific type of equipment covered by this Agreement, the purpose of which is to reduce wear and prolong the useful life of the Covered Equipment. Urban Elevator shall have no less than two (2) elevator technicians, each having a valid license from the State of Florida, available to perform PM Services on this account.

Covered Components

Elevators/Dumbwaiters. If the Covered Equipment consists of elevators and/or dumbwaiters, Urban Elevator shall perform PM Services on the following components:

- Motors, brushes & brush holders, power drives, machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, auxiliary sheaves, seals
- Controller components (resistors, timers, fuses, overloads, minor contacts, wiring, coils, transducers, transformers, leads), selectors & steel selector tape, load weighing devices, solid state devices, contactors, dispatching equipment, computer and microcomputer devices
- Brake coils, brake shoes, brake drums, brake linkages
- Pump units, valves, plunger packings on in-ground cylinders, exposed hydraulic piping
- Governor components (sheave and shaft assemblies, bearings, contacts, jaws)
- Car and counterweight buffers, car and counterweight sheave assemblies
- Door operators, car door hangers & rollers, door protection devices, interlocks, gibs, car and counterweight shoe or roller guides
- Emergency car lighting, undercar safety devices, alarm bells, and signal devices (which Urban Elevator will re-lamp only during regularly scheduled visits for PM Services)

Escalators. If the Covered Equipment consists of escalators, Urban Elevator shall perform PM Services on the following components: step rollers, belts, controller components, resistors, timers, fuses, overloads, minor contacts, wiring, coils, brake pads, brake lining, brake discs/shoes, escalator machine or drive units, handrails, handrail drive chains, main drive chains or belts, solid-state boards and devices, contactors, sprockets, comb plates, and step chains.

Non-Covered Components

This Agreement does not cover refinishing, repairing or replacement of car enclosures, car wall and door panels, fans, gates, doors, hoistway enclosures, rails, rail alignment, suspension means, door frames, sills, finished flooring, power feeders and switches to the controller and main line fuses, OEM machine windings and brakes, computer software, proprietary software and/or computer code embedded in elevator control systems (including, but not limited to, SIM / SD cards), car light diffusers, light tubes or bulbs, batteries, smoke and heat sensors, car panels, fixture face plates, applied braille plates, media displays, computer consoles or keyboards, fireman's phones, card readers or other access control devices, smoke/fire alarms and detectors, sump pumps, telephone service or other communication devices, disposal of used oil, intercom or music devices, emergency power generators, hung ceilings, handrails, mirrors, carpets, wood platform sub flooring, tile, buried or underground wiring or piping (including, but not limited to, hydraulic jack cylinders and underground piping between the elevator hoistway and the machine room), piping from the cylinder head to the power unit, plunger packings on above-ground hydraulic cylinders, any latent defects Urban Elevator is not required to inspect for, escalator balustrades, escalator lighting or wedge guards, escalator skirt brushes, escalator steps, and any obsolete or discontinued parts (including, but not limited to, parts for which the original design is no longer manufactured by the OEM and/or components that can only be replaced by refabrication).

Customer Initial 

If at any time Purchaser should require any repairs, adjustments or services to be performed on Non-Covered Components, Purchaser will be charged for all labor and materials at Urban Elevator's standard rates in effect at the time the service is provided, provided that Urban Elevator shall first obtain Purchaser's prior, written authorization (except that work performed in response a service request may result in additional charges if called for under this Paragraph even if performed without prior, written authorization). Purchaser reserves the right to request bids from others for any "non-covered" repair exceeding \$2,500.00. Purchaser's consent to proceed with a specific repair shall not be deemed a waiver of its right to seek bids for other proposed repairs in the future.

Non-Covered Repair to Covered Components

Urban Elevator shall not be required to make repairs, replacements or renewals to the equipment that result from: (i) damage to the equipment resulting from failure or reduced voltage of the primary power supply source; (ii) vandalism, malicious mischief, misuse and/or abuse of the equipment; (iii) negligence on the part of others; (iv) improper machine room conditions (such as humidity or temperature); (v) failure(s) detected during, or due to, safety and/or pressure relief tests; (vi) direction by government authorities or insurance companies, elevator consultants or other elevator companies; (vii) unavailability of parts and/or any situation requiring replacement of component(s) using parts of a different design; or (viii) any other causes beyond Urban Elevator's control. If a dispute arises between the parties as to whether this exclusion applies, and the parties are unable to resolve the dispute after an in-person meeting of principals from both parties, the parties agree to jointly retain and split the cost of a third party consultant to evaluate the matter and render a decision that shall be respected by both parties.

Service Equipment

Service Equipment used by Urban Elevator technicians under this Agreement such as counters, meters, tools, and remote monitoring devices or communication devices shall remain the property of Urban Elevator and is solely for the use of Urban Elevator technicians. Such Service Equipment shall not be considered part of the Covered Components.

PHONE LINE MONITORING

Urban Elevator will perform the following phone monitoring services:

Phone Line Monitoring Included (AUDIO) (_____ Customer Initial)

Urban Elevator shall act as the primary point of contact for all elevator emergency phone calls and will dispatch an elevator technician in response to any emergency call in the elevator where a passenger indicates need for assistance. The cost of this service is **\$10** per unit per month.

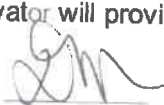
HOURS OF SERVICE

Urban Elevator will perform PM Services during regular working hours of regular working days for the elevator trade ("Regular Hours"). In addition, Urban Elevator shall respond to Callbacks 24 hours a day, 7 days a week ("Callback Service"). For the purposes of this Agreement, a Callback is a response by Urban Elevator to a request for service or assistance made by: (a) Purchaser or Purchaser's representative; (b) a representative of the Equipment Location; (c) emergency personnel; and/or (d) through the ADA phone line. Should Callbacks occur outside Regular Hours, Urban Elevator will provide emergency minor adjustments only. Urban Elevator shall provide Callback Service as follows:

Regular Hour Callback Service (_____ Customer Initial)

Urban Elevator will provide Callback Service during Regular Hours at no extra charge to Purchaser.

Customer Initial



If Purchaser requests Callback Service at any time other than Regular Hours, Purchaser shall pay for that work at standard overtime rates. If Purchaser requests Callback Service for Non-Covered Components or Non-Covered Repair to Covered Components, Purchaser shall pay for that work at applicable standard rates.

TESTING OF SAFETY DEVICES

Urban Elevator will perform the following testing of safety devices:

Category 1 Testing Included (_____ Customer Initial)

Urban Elevator shall perform annual no-load tests and/or annual pressure relief tests at no charge.

If the Covered Equipment has firefighters' service, this Agreement does not cover performing, or keeping records related to, monthly testing of firefighters service. If the Covered Equipment is located in a jurisdiction that requires third party witnessing or inspection, Urban Elevator shall bill Purchaser the cost of witnessing at standard rates. As safety tests impose extraordinary strain on the equipment, Urban Elevator shall not be liable for any damage (to Covered Equipment, property, or otherwise) or injury to or death of any persons resulting from performing any such tests.

PAYMENT TERMS

Terms of payment are net upon presentation of invoice.

The contract price will be adjusted annually to reflect increases or decreases in labor costs. The effective date of the adjustment will coincide with the effective date of any labor rate adjustment under Urban Elevator's contract with the International Union of Elevator Constructors (I.U.E.C.). The adjustment is based on the sum of the straight time hourly rate plus benefits.

CONTRACT TERM

This agreement shall begin on **August 22, 2022**, (the "Commencement Date"), will continue in full force and effect for **Five (5)** years (the "Contract Term"). Upon expiration of any Contract Term (the "Anniversary Date"), this Agreement shall automatically renew for another Contract Term unless either Party cancels by providing written notice to the other Party at least ninety (90) days prior to the end of the then-current Contract Term.

In the event of sale, lease or transfer of the ownership of the Covered Equipment, or the premises in which Covered Equipment is located, Purchaser shall assign this Agreement to the new owner or successor and/or cause the new owner or successor to assume Purchaser's obligations under this Agreement. Should a new owner or successor fail to assume Purchaser's obligations under this Agreement, Purchaser shall pay to Urban Elevator all sums due for any unexpired Contract Period.

PRORATIONS OR SPECIAL CONDITIONS

This section contains any additional prorations or special conditions, which supplement the terms and conditions of this master Agreement. In the event of a conflict between the Terms and Conditions section of this master Agreement and Exhibit "A", then Exhibit "A" shall control.

No Prorations or Special Conditions

Prorations or Special Conditions Included Per Attached Exhibit "A"

Customer Initial



Extended Term Discount, As Follows:

- Ten (10) year Contract Term, 3% Off Contract Price (____ Customer Initial)
 Fifteen (15) year Contract Term, 5% Off Contract Price (____ Customer Initial)
 Twenty (20) year Contract Term, 7% Off Contract Price (____ Customer Initial)

If Purchaser selects an Extended Term, the Contract shall automatically renew at the expiration of the initial Extended Term for a subsequent like Extended Term, and at the end of any subsequent Extended Term for additional like Extended Terms unless either Party gives the other notice of intent to terminate at least ninety (90) days prior to the expiration of the initial (or any subsequent) Extended Term. Purchaser may, after selecting an Extended Term, reduce the renewal periods to five (5) year renewal periods by sending written notice to Urban Elevator at least ninety (90) days prior to the expiration of any given Extended Term. In the event Purchaser elects an Extended Term and then changes to a five (5) year renewal period, the Extended Term Discount shall end at the expiration of the applicable Extended Term. In the event Purchaser terminates this Agreement prior to the expiration date of any Extended Term for any reason other than Urban Elevator's failure to commence and cure a properly-noticed default, in addition to all other rights and remedies Purchaser shall pay back to Urban Elevator the full cash value of the Extended Term Discount received by Purchaser.

TERMS AND CONDITIONS

1. Purchaser's Responsibilities and Duties.

1.1. Purchaser shall not permit anybody other than qualified Urban Elevator technicians to work on Covered Equipment for the duration of this Agreement. In the event Purchaser does so permit, Purchaser shall be responsible for any additional costs incurred by Urban Elevator at standard rates. Service and Covered Equipment stored on-site shall remain Urban Elevator's property unless installed. Purchaser shall give Urban Elevator access to remove all equipment owned by Urban Elevator at the time of termination.

1.2. Purchaser shall maintain pits and machine rooms in a clean, temperature-controlled, dry condition, and shall supply a 3-prong electrical system and proper lighting in the machine room and pits. Urban Elevator shall be excused from performing any services until Purchaser restores such conditions. Urban Elevator has visited the site and accepts the condition of the pits and machine rooms as compliant with this paragraph as of the start date of this Agreement.

1.3. Purchaser shall verify that Covered Equipment is out of service before calling Urban Elevator for service to avoid unnecessary trips to the building.

1.4. Purchaser shall remove all waste and hazardous material, including but not limited to hydraulic oil, spoils, and asbestos that may reasonably interfere with Urban Elevator's work on Covered Equipment, in compliance with applicable laws and regulations in effect during the Contract Term. Urban Elevator shall be excused from performing any services until Purchaser remediates such conditions. Urban Elevator has visited the site and accepts the condition of the pits and machine rooms as compliant with this paragraph as of the start date of this Agreement. Urban Elevator is not a hazardous material / asbestos expert and offers no opinion as to the presence of any such materials on-site.

1.5. In order to facilitate proper maintenance of the Covered Equipment, Purchaser shall furnish Urban Elevator (as available and existing on-site as of the start date of this Agreement) a complete set of 'as built' wiring diagrams reflecting all previous changes to the equipment.

1.6. Purchaser assumes primary responsibility as Owner and/or Manager of the premises on which the Covered Equipment is located and shall provide Urban Elevator clear and safe access to the Covered Equipment, as well as a safe workspace in which to perform services and a safe place to store parts and other

Customer Initial



materials. Purchaser shall properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with use of the Covered Equipment. Purchaser understands and agrees that Urban Elevator does not assume possession, management, or control of the Covered Equipment.

1.7. Purchaser is responsible for any costs associated with fixing Elevator and Building Code violations, and/or problems with Firefighters' Service system(s) that exist as of the Commencement Date. Urban Elevator may, at its option, terminate this Agreement without penalty by providing thirty (30) days written notice as to any equipment suffering any such violations that exist as of the Commencement Date (or, if latent / first appearing later, then within a reasonable time after their discovery).

1.8. If this Agreement excludes testing firefighters' service, Purchaser shall perform and keep a record of any Code required tests for the maintenance and functioning of the smoke and/or heat detectors.

1.9. In the event any Covered Equipment is malfunctioning or is operating in a dangerous condition, Purchaser shall notify Urban Elevator of the condition as soon as possible. Purchaser shall remove any such equipment from service/public access and take all necessary precautions to prevent access or use of the Covered Equipment until Urban Elevator has fixed the unsafe condition.

1.10. Purchaser shall notify Urban Elevator in writing within 24 hours of the date of occurrence of any accident and, if required by law, inform applicable government authorities. Subsequent to any accident involving Covered Equipment, Purchaser shall discontinue use of the equipment until Urban Elevator has inspected the Covered Equipment. Purchaser shall preserve any/all replaced parts involved in an accident.

1.11. Urban Elevator is not responsible for any claim, injury, delay, death, loss, or property damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or calls from inside Covered Equipment to Urban Elevator where there is no verbal response to the operator.

1.12. Escalators are designed for people only, and to protect features designed to protect passengers and prevent property damage, Purchaser shall take all necessary measures to prevent people from conveying items on the escalator. If stationary, escalators are to be properly barricaded and not used as steps.

2. Non-Performance and Termination.

2.1. Should Urban Elevator fail to satisfy Purchaser's request(s) for improvement or performance on unsatisfactory work due to circumstances other than those described in Section 2.2 below, Purchaser shall provide Urban Elevator with written notice describing the default and/or non-performance. In the event that Urban Elevator fails to cure (or commence and continue curing, as the case may be) such identified conditions within the subsequent twenty-one (21) day period, Purchaser may terminate this Agreement by providing written notice. Purchaser's silence shall not be considered a waiver of its right to terminate this Agreement under this Paragraph.

2.2. Neither Party shall be responsible for any loss, damage, delay, or failure in the performance of this Agreement caused by anything outside the Parties' reasonable control, including, but not limited to, acts of God, war, strikes or labor disputes, embargoes, government orders, fire, explosion, theft, floods, water, weather, earthquake, riots, civil commotions, vandalism, misuse, abuse, mischief, shortages of materials or workmen, unavailability of material from usual sources, insurrection, failure to act on the part of either Party's suppliers or subcontractors, orders or instructions of any federal, state, municipal government or any department or agency thereof, or any cause beyond a Party's reasonable control.

2.3. In the event that Purchaser terminates this Agreement prior to its expiration date for any reason other than Urban Elevator's default, Purchaser shall pay forty percent (40%) of the unexpired portion of this Agreement as liquidated damages (not as a penalty). The Parties agree that the liquidated damages contained in this section are fair and reasonable for any possible breach and bears reasonable relation to the damages Urban Elevator will sustain in the event of a breach, and that actual damages would be difficult to ascertain at the time of the signing of this Agreement.

4. Liability and Insurance.

4.1. Urban Elevator shall indemnify Purchaser for accidents and/or liabilities to the extent caused by its negligence or willful misconduct of Urban Elevator. In all other instances, Purchaser shall indemnify, keep and save harmless Urban Elevator against all claims, suits, injuries, fatalities, property damage, judgments, liabilities, and costs and expenses (including reasonable attorneys' fees) arising from or connected with the use, repair, maintenance, operation or condition of Covered Equipment or on premises.

4.2. Under no circumstances shall either Party be liable for any indirect, special, liquidated or consequential damages, punitive damages or damages caused by the negligence of others, of any kind, whether arising under contract, tort or otherwise.

4.3. Urban Elevator maintains worker's compensation insurance covering its liability for injury or death sustained by its employees. Purchaser shall maintain its own insurance policy as is customary for the type, size, and location of the Premises. Neither Party to this Agreement shall be obligated to defend the other in any action brought by a third party to this Agreement

5. Payment. If payment is not made within thirty (30) days of invoice, interest shall accrue on the unpaid balance at a rate of 1.5% per month. Urban Elevator is excused from further performance under this Agreement until Purchaser is current with payments due. Purchaser's failure to pay any sum owed within 60 days is a material breach, upon which Urban Elevator may declare all unpaid sums (including those to become due for the unexpired term) due. Urban Elevator shall have no obligations such as working, ordering parts, indemnifying, or any other contractual or legal obligations under this Agreement until unpaid sums are paid. Urban Elevator shall not be responsible for any damages that arise during a period of non-payment (including, but not limited to, damages related to personal injury, property damage, contractual obligations, or otherwise at law or in equity) during the period in which Urban Elevator suspends active services. In the event of default, the prevailing party in any action to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs (including, if applicable, collection agency fees) from the other.

6. Confidentiality. The terms and conditions of this Agreement are confidential. Purchaser shall not disclose its contents to any third party without the express written consent of Urban Elevator except as necessary to comply with any legal obligations, and pursuant to any covenants or bylaws that require this agreement and its terms to be disclosed.

7. Acceptance. Should Purchaser accept this Agreement in the form of a purchase order, the terms and conditions of this Agreement will govern over any contrary terms contained in such purchase order.

8. Arbitration. Either Party may elect that any such controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof.

9. Choice of Law & Venue. This Agreement shall be governed and interpreted by the laws of the State of Florida, without reference to any other state's choice-of-law provisions. In any dispute not subject to arbitration, venue shall lie exclusively and only in the state and federal courts located in Broward County, Florida.

10. Validity and Non-Waiver. Should any provisions (or part-provisions) of this Agreement be found to be invalid, illegal, or otherwise unenforceable, that provision or part-provision shall be replaced with language imposing the greatest allowable limitation or obligation without affecting the validity of the remainder of this Agreement. Failure or delaying in exercising, or any partial exercise of any right or remedy provided under this Agreement or by law, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of any right or remedy. A waiver is only effective if given in writing and signed by the party charged therewith.

11. Entire Agreement. This Agreement contains the entire Agreement between the Purchaser and Urban Elevator. All prior negotiations between the Parties are merged in the Agreement, and there are no

understandings or agreements other than those incorporated herein. This Agreement supersedes any and all other previous agreements. This Agreement may not be modified except by written instrument signed by both Parties. In the event of conflict between the terms of this Agreement and any other documents, including Exhibits and schedules to which this Agreement may refer (if any) the terms and conditions of this Agreement shall apply. To the extent the practices, policies or procedures of Urban Elevator are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against Urban Elevator. Sections and headings are used for reference purposes only and should be ignored in the interpretation of this Agreement. The Parties have explicitly not relied on any earlier or outside representations other than the ones in this Agreement.

12. Notice. Notwithstanding any other addresses or locations listed in this Agreement, all notices regarding the same shall be sent by certified first class mail to each of the Parties at the "Purchaser" and "Urban Elevator" addresses listed at the top of the first page of this Agreement.

[THIS SECTION INTENTIONALLY LEFT BLANK]

This quotation is valid for ninety (90) days from proposal date.

Submitted By: **Michael Caputa**
Title: **Vice President / Principal**

Purchaser
Approved by Authorized Representative

Urban Elevator Service FL, LLC
Approved by Authorized Representative

Signed: Douglas Meyers Signed: Rene Hertsberg

Date: 8/19/22 Date: 8/21/2022

Print Name: Douglas Meyers Print Name: Rene Hertsberg

Title: President Title: Co-CEO

E-Mail: dgmeyers@ellsouth.net [not valid until signed by an Authorized Representative]

Phone: (9) 253-0687

Name of Company: _____

Capacity, Check One:
 Principal, Owner, or Authorized Representative of Principal or Owner
 Agent or other, state below:

[THIS SECTION INTENTIONALLY LEFT BLANK]

Urban Elevator Service -- Full Service Maintenance Agreement

Exhibit "A"

PRORATIONS OR SPECIAL CONDITIONS

This Agreement includes the following Prorations or Special Conditions:

Preferred Pricing

Annual adjustments of the monthly cost of this Agreement for the initial Contract Term shall follow the following schedule:

- Year 1: \$1,526/mo
- Year 2: \$1,730/mo
- Year 3: \$1,933/mo
- Year 4: \$2,137/mo
- Year 5: \$2,244/mo

Purchaser's preferred hourly rates are as follows:

	Straight (1.0)	Overtime (1.7)	Double (2.0)
Mechanic	\$295	\$501.50	\$590
Apprentice	\$236	-	\$472
Team	\$531	-	\$1,062

If not otherwise specified, annual price adjustments will be capped at 5%.

Contract Termination

Either Party may terminate this Agreement on no less than thirty (30) days' prior written notice, without cause and without penalty. In the event Purchaser exercises this right in the first year of this Agreement then the Association shall be obligated to reimburse Urban Elevator for the cost of any covered repairs or replacements Urban Elevator performed (and not separately paid for by the Association) up to a maximum of eight thousand dollars (\$8,000).

Services

The parties agree to have face-to-face meetings at a frequency of no less than once every 90 days to discuss any pending concerns between them. The meetings shall be attended by at least one board member of the Association and one management-level representative of Urban Elevator. This requirement can be waived only with the consent of both parties, and waiver of one meeting shall not constitute waiver of any other.

We will provide monthly visits.

SIGNATURE REQUIRED

Urban Elevator Service – Full Service Maintenance Agreement

Purchaser
Approved by Authorized Representative

Urban Elevator Service FL, LLC
Approved by Authorized Representative

Signed:

Douglas Meyers

Signed:

Rene Hertsberg

Date:

8/19/22

Date:

8/21/2022

Print Name:

Douglas Meyers

Print Name:

Rene Hertsberg

Title:

President

Title:

Co-CEO

[not valid until signed by an
Authorized Representative]