

Maintenance Program

Shannon Elevator & Steel is committed to help increase your elevator performance and decrease downtime. Our technicians utilize the best industry methods and technology available to us for your specific brand of elevator. We are well equipped with the tools and documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts.

In a timely and Responsive Manner

We will visit your elevators on a monthly basis. These visits will be performed during normal business hours, Monday through Friday, 7:00am to 3:30pm (except for scheduled holidays). We will respond to service requests during these hours at no charge. Service requests are defined as minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time).

Preventative Maintenance Program Checklist

- Control and landing position systems
 - Signal Fixtures
- Machines, drives, motors, governors, sheaves, and rope
 - Power units, pumps, valves, and mufflers
- Car and hoistway door operating devices and door protection equipment
 - Loadweighers, car frames, and counterweights
 - Safety Mechanisms
- Lubricate equipment for smooth and efficient performance.
- Adjust Elevator parts and components to maximize performance and safe operation
- Document all work performed on Maintenance Tasks & Records loss provided with each elevator.

Annual Safety Testing

We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. You agree to pay for any costs of the inspector or inspection fees.



Prints/Manuals

You agree to provide Shannon Elevator & Steel with the current wiring diagrams that reflect all changes, parts catalogs and maintenance instructions for the equipment covered by this agreement. You agree to authorize us to produce single copies of any programmable devices) used in the equipment for the purpose of archival back-up of the software embodied therein, These items will remain your property.

Safety Protocol

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 report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation on any irregularities in operation or appearance of equipment, notify us at once, and keep the equipment shutdown until the completion of any repairs. You agree to provide our personnel a safe place in which to work. 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 in which to work. You agree to provide a suitable machine room including secured doors, waterproofing, lightning, ventilation and heat to maintain the room temperature to 30 degrees

F minimum to 90 degrees F maximum. You also agree to maintain the elevator pit in a dis condition at all time. Should water or other liquids become present, you will contract with other for removal and the proper handling of such liquids.

Materials not included

We do not cover cosmetic, construction, or ancillary components of the elevator system, including big controller relays, controller repairs, starter contacts, starters, valve coils, valve repair kits, release roller assembly, interlock assembly, hangar rollers, interlock assemblies, any clutch parts, door belts, electric eyes, electric eye cables, the finishing, repairing, or replacement of cab enclosure, ceiling frames, panels, and or other fixtures, hoistway door panels, door frames, sills, car flooring, sub flooring, Floor coverings, lighting fixtures, ceiling light bulbs or tubes, main line power switches, breakers), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.



Conditions

With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the units). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this agreement, Shannon Elevator & Steel assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system or hydraulic elevators under the terms of this agreement until the test has been made. We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the respective system fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

Shannon Elevator & Steel shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control and in no event shall Shannon Elevator & Steel be liable for any damages, nor any consequential special, or indirect damages. Shannon Elevator & Steel shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. In the event of a third party retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without representation, the prevailing party shall be entitled to recover all costs and reasonable attorneys fees.

In the event any portion of this agreement is deemed valid 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 our failure to exercise any rights given hereunder shall not operate to forfeit or waive any said rights and any extension, indulgence or change by us in the method, mode or manner of payment for any of its other rights shall not be construed as waiver of any of its rights under this agreement.

Pricing / Terms

The price for the services as stated in this agreement shall be ONE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$125.00) per month, excluding taxes, payable quarterly in advance. This agreement is effective for THREE (3) years starting date of acceptance and may be cancelled by either party. As the cost we incur for providing elevator service may increase. We will adjust the price of your service 3%, annually effective June 1 of every year. We adjust your monthly price based on the percentage change of operational costs such as increases to average wage rate of examiners, fuel costs, insurance cost.

Overdue Invoices

If you do not pay any sum within sixty (60) days from the billing date, we may also choose to do the following: suspend all service until all amounts due have been paid in full or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If Shannon Elevator & Steel elects to suspend service, we shall not be responsible for damages or injures or persons or property from the lack of service. Upon resumption of service, you will be responsible for payment to Shannon Elevator & Steel of any costs we incur as a result of the suspension service.

Your acceptance of this agreement and its approval by an authorized manager of Shannon Elevator & Steel will constitute exclusively and entirely the agreement for the services herein described. All other prior representatives or agreements, whether written or verbal will be deemed to be merged herein and not 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 simmlar document, the provisions of this agreement will govern in the event of a conflict. The proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

Approved By:

Approved on:

Print name and title

By:

D. Shannon
Owner/Operator