

#122
Pincus
Monthly

Pincus Elevator Co., Inc.
FULL MAINTENANCE SERVICE AGREEMENT
Since 1953

TERMS

All work to be performed during our regular working hours of our regular working days; 8:00 am to 4:30 pm, Monday through Friday. If overtime work is requested which is included in this agreement you will be charged and additional amount equal only to the differential between the Company's normal straight time billing rates and overtime billing rates. Our regular rates as of 1/1/09 are \$165.00 per hour for one man, \$205.00 per hour for two men. Overtime is charged double (2X) our regular rates.

Included in this agreement are: Regular time call back services, should trouble develop with the equipment between regular preventive maintenance visits.

Services under this agreement shall start upon the effective date below and shall continue for a period of 3- year(s) and thereafter until terminated by ninety (90) days, but no more than 120 days with written notice by either party to the anniversary date of the contract after third year of operation.

The contract price per month for the service described herein, is \$415.00 dollars plus 8% tax (33.20) = \$448.20 payable monthly. This price is subject to reconsideration and adjustment at termination of each period year in which this agreement is in force, this adjustment to be based on the prevailing cost of labor and materials at that time. However, the contract price per month for the services described herein is subject to, at any time, a fuel surcharged based on the prevailing cost of fuel. Contracts with payments thirty days in arrears are subject to cancellation.

This agreement, when signed and accepted by the purchaser below and approved by an authorized representative of the Pincus Elevator Co., Inc., shall constitute exclusively the contract between the parties, and all prior representatives or agreement, whether written or verbal, not incorporated herein are superseded.

EFFECTIVE DATE:

*Please note effective date if not included in the contract.

CUSTOMER ACCEPTANCE: The foregoing contract is hereby signed & accepted in duplicate.

Signature: [Signature]

Title: Partner

Date: 4/23/10

Print Name: Frank Lind

Firm Name: Lindy Property Management Co., Accepted: [Signature]

E-mail: FLindy@LindyProperty.com

Respectfully submitted,
PINCUS ELEVATOR CO., INC.

Signature: [Signature]

Name and Title: Matthew Pincus, President

Date: 4/22/10

Pincus Elevator Co., Inc. Acceptance

Name and Title: Matthew Pincus, President

Date: _____



Pincus Elevator Co., Inc.

510 E. Barnard St., Suite 100, West Chester, PA 19382

www.pincuselevator.com

PINCUS ELEVATOR FULL MAINTENANCE SERVICE AGREEMENT

Date: April 22, 2010

To: Mr. Frank Lindy
Lindy Property Management
207 Leedom St.
Jenkintown, PA 19046

Elevator Location: Sedgwick Gardens – 440 W. Sedgwick Street, Philadelphia, PA

<u>Number of Units</u>	<u>Equipment Description</u> <u>Manufacturer</u>	<u>Type of Unit(s)</u>
Four (4)	Warsaw	Traction

We propose to furnish **Pincus Elevator Full Maintenance** on the equipment described above. **Pincus Elevator Full Maintenance** is complete coverage of your entire elevator system. Providing scheduled preventive maintenance will prolong the equipment's life.

Under this agreement, we will maintain the entire elevator equipment listed above on the following terms and conditions.

PERFORMANCE

- Preventative maintenance visits will be performed: Every other month.

Extent of coverage

- We will use trained personal directly employed and supervised by us. They will be qualified to keep your equipment lubricated and adjusted, and they will use all reasonable care to maintain the entire elevator equipment in proper and safe operating condition. Our maintenance will include examinations, lubrication, adjustment, cleaning and when conditions warrant repair or replace the following:
- Elevator machines, motor generators, entire power unit, pump unit, oil control valves, solid state motor control units, controller components, machine brakes and all related parts including:
- Hoist motors, selectors, selector motors, selector tapes, worms and gears, bearing, v-belts, pump motor, pump, relief valve, lowering and check valves, pilot valve, rotating elements, brake magnet coils, brushes and commutators, brake shoes, linings and pins, windings and coils, contacts and relays, resistors and transformers, solid state devices, dispatching equipment, timing devices and computer devices. *Traveling cables.*
- Keep guide rails properly lubricated except where roller guides are used. Replace guide shoe gibs or rollers when conditions warrant, providing smooth and quiet operation.



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- Repair or replace traveling cables when conditions warrant.
- Relamp signals as required, during regular examinations only, except where building maintenance personnel have jurisdiction.
- Furnish lubricants compounded to our specifications.
- Periodically examine, clean, lubricate, adjust and when conditions warrant, repair or replace the following: Door operator, car door hangers, door protective devices, interlocks and door closers, buffers, overspeed governors, car and counterweight safeties, limits, direction and slowdown switches, leveling units, alarm bells, car operating devices, cam assemblies and motors, door gibs.
- Periodically examine all hoisting ropes and equalize tension. Replace when conditions warrant.
- Examine and when conditions warrant regroove or replace all sheaves, all sheave assemblies including drive sheaves, governor tension sheaves, deflector sheaves and compensating sheaves.
- Periodically clean elevator hatch equipment, including rails, door hangers, tracks, hatchway switches, car top, buffers, pits and machine rooms.
- Periodically examine guide bearing, packing gland, casing gasket, piston and hydraulic fluid. Repair or replace as necessary.
- Periodically examine brake, dismantle plunger assembly, replace worn parts, clean lubricate, reassemble and adjust same.
- Included is the clean up of the machine room, hoistway, top of car, pits, controllers.
- Conduct our annual no-load, low speed test of car and counterweight safeties and buffers.

The items listed below show considerable wear and will have to be replaced in the near future. To provide you with maximum service, we are accepting them in their present condition with the understanding that you will pay for these items if and when their replacement is needed:

<u>UNIT NUMBER</u>	<u>TYPE OF EQUIPMENT</u>
All Four Elevators	Hoist and Governor Ropes

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ITEMS NOT INCLUDED

We assume no responsibility for the following items which are not covered under this agreement: Car enclosures and floor covering, cab doors or gates, panels, mirrors and handrails, hoistway door hinges and hardware, panels, frames, gates and sills, light fixtures and bulbs, fans, cover plates for signal fixtures and operating stations, smoke detectors, obsolete equipment, software, software programs, changes to program or software, computer chips. Power feeders, switches and their wiring and fusing, power fluctuations of more than 5%, buried conduits, cylinders, casings, buried piping and cylinders, communications and music systems, car heaters and air conditioners, cleaning of cab interiors and sills, and rail alignments.

CLARIFICATIONS

You will provide us with full and free access to the equipment to facilitate our service and provide a safe work place for our men. **The prices and services as outlined herein are based upon the purchaser furnishing to PINCUS ELEVATOR CO., INC. legible current wiring diagrams for the equipment to be serviced unless the elevators were installed by Pincus Elevator Co., Inc.** We have the responsibility to make only those replacements, adjustments and repairs required under this agreement, which are due to ordinary wear and tear. We are not required to make adjustments, repairs or replacements necessitated by any other cause, including, but not limited to, obsolete equipment, accidents, vandalism, misuse, repairs by others or upgrades of the equipment. In the event adjustments, repairs or replacements are necessary due to such causes, they will be charged at our regular rate plus materials.

We shall not be required to make tests (other than those specified previously) or to install new attachments on the elevator(s) as recommended or directed by insurance companies or government, state, municipal or other authorities. You agree that you will not permit others to make alterations additions, adjustments, repairs or replacements to the equipment. We will not be required to make any repairs or replacements necessitated by these tests or failures detected during or due to such tests or any equipment including buried or unexposed hydraulic cylinders or piping. You assume responsibility for the cost of correcting all elevator code violations existing on the date we enter into this agreement unless stated on page one of this agreement.

We will not be responsible for any loss, damage, detention or delay, caused by strikes, lockouts, labor troubles or disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, obsolete equipment, shortage of material or workers, failure to act on part of either party's suppliers or sub-contractors, governmental orders, acts of Gods, or any other cause beyond our reasonable control.

Possession of the equipment shall remain with you and your normal responsibility and liability as owner, lessor, lessee, possessor or custodian of equipment. We will not be liable for damages of any kind in excess of annual price of this agreement, nor will we be liable at any time for special, indirect, incidental or consequential damages.

Tina Watson

From: Frank Lindy
Sent: Friday, April 23, 2010 2:11 PM
To: Karen Taha; Matt Pincus
Cc: Tina Watson; Janice Gregg
Subject: elavator maintenance agreement for Sedgwick Gardens.
Attachments: 20100423141245.pdf

Executed.