



**Schindler Elevator Corporation**  
5833 Barry Road  
Tampa, FL 33634-3020  
Phone: 813-313-1948  
Fax: 813-888-7785

## **ORDER AGREEMENT**

**Date:** 01/28/2020

**Estimate Number:** KROE-BL9MRS (2019.6.1)

**To:**  
The Addison At Tampa Oaks  
13052 Tampa Oaks Blvd.  
Temple Terrace, FL 33637

**Customer:**  
The Addison Tampa Oaks  
13052 Tampa Oaks Blvd  
Temple Terrace, FL 33637

**Attn:** Amanda Hyman

Schindler hereby proposes to furnish and install the following with respect to the equipment located at the above building:

### **Door Repair –** ***Building 1, Elevator #1***

As a Leader in the elevator industry, we are continuously investing in solutions that will help reduce repair and operating costs due to unforeseen events that impact your elevator system. We recommend the following scope of work to create a greater level of operational reliability and efficiency.





## TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay for causes beyond its reasonable control, including strikes, lockouts, or labor disputes, or acts of God. Dates for the performance or completion of the work shall be extended as is reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. For non-maintenance contract customers, Customer hereby agrees, without limitation, to defend, indemnify, release and hold harmless Schindler and its employees, affiliates, divisions, parent entities, predecessors and successors, representatives and agents from and against all claims, liabilities, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the Work performed by Schindler under this Agreement.

**INSURANCE:** At a minimum, Customer shall provide to Schindler, insurance coverages as set forth within, and a certificate of insurance evidencing such coverage: Comprehensive General Liability (including Products Liability, Completed Operations, Broad Form Property damage, and Blanket Contractual Liability) in the amounts of \$2M per occurrence, \$5M aggregate. Schindler Holding, Ltd., Schindler Elevator Corporation, and Schindler Enterprises, Inc. shall be named as additional insureds on the above referenced policies, pursuant to ISO Form CG 2010 11/85, and shall appear as such on the Certificate of Insurance. Insurance shall provide a waiver of subrogation in favor of the entities named as additional insureds. Insurance shall be primary over any other valid and collectible insurance. Any deductible / retention is the responsibility of the Named Insured.
10. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
11. In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax exempt status, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.



**Scope of Work:**

1. Schindler Elevator Corporation proposes to provide all labor and material required to perform the following scope of work during standard working hours of the elevator trade:
2. Provide needed equipment for proper replacement of the door edge/brackets for mounting, banner unit complete assembly and cams, cab header, car door hangers, car door gate switch and clutch, car door and one set of hoistway doors (2 speed) and gibs.
3. Perform the necessary setup procedure and adjustments for optimum performance and test operation.
4. Upon completion of this work all debris will be removed from the jobsite.

***\*\*Please note this includes the four (4) hours from the initial service call\*\****

**Price:** \$21,201.00, plus applicable taxes. (Quotations valid for 60 days; price based upon work during regular working hours of regular working days)

**\*Financing available (see below)**

**Payment:** 50% of the price is due upon acceptance of this proposal;  
40% of the price is due as work progresses within 30 days of invoice;  
Balance due upon completion, within 30 days of invoice.  
Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses and costs of collection.

**Available Financing:** Schindler understands that the cost of capital improvements can put a strain on a property's budget. For this reason, Schindler has teamed with leading financial organizations (Lender) in an effort to help our customers sort through the best options to fund these capital improvements. The financing is done directly between the Lender and you, our customer. In return, Schindler requires that you enter into a new 5-year maintenance agreement with Schindler.

Often times, other building systems will need upgrades as a part of the elevator or escalator improvements. The cost of the related work can be rolled into the total finance package with the Lender.

**As an example, if you finance \$25,000.00 for 60 months, your monthly payment would be approximately \$510.00 plus any applicable state and federal tax.** The monthly finance payment is an approximation and will be finalized between you and the Lender.

Financing is subject to the borrower's qualifications, including income, property evaluation, sufficient equity and final credit approval. Approvals are subject to underwriting guidelines, interest rates, and program guidelines. Loans are subject to change without notice based upon eligibility and market conditions. This is not a commitment to make a loan as financing options are subject to credit checks and approval.

This program is offered and provided through third-party financial organizations and are dependent upon those entities' rules, regulations, and restrictions.  
If the maintenance agreement is cancelled for any reason prior to the 60-month term, all remaining balances become due immediately.

Your sales representative will be happy to facilitate the process moving forward if you are interested in our financing option.



**Schindler**

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

\_\_\_\_\_

By: Chanteal Murphy

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 1/28/2020

Accepted:

\_\_\_\_\_ *A. Lindy*

By: ALAN LINDY

For: The Addison At Tampa Oaks

Title: \_\_\_\_\_

Date: 2/3/20

Approved:

\_\_\_\_\_

By: Kent Solberg

Title: District Manager

Date: \_\_\_\_\_