

SCHINDLER ELEVATOR CORPORATION

743 McGregor Ct., Suite 140
Boise, ID 83705-5225
Phone: 208-577-5531
Fax: 208-577-5526

UPGRADE ORDER AGREEMENT

Date: 09/11/2018

Estimate Number: TMCL-B4HU7F (2018.5.1)

To:

Emmett High School
721 W 12Th St
Emmett, ID 83617-3827

Customer:

Emmett High School
721 W 12th St
Emmett, ID 83617-3827

Attn: Bob Fontaine

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

2018 State of Idaho 5 Year Certification Testing on (1) 2,000lb Hydraulic Passenger Elevator, State ID H000368

Schindler Elevator Corporation will provide the labor necessary to perform the State of Idaho 5 Year Inspection.

If the elevator is tied in to the alarm system of the building, the owner will be responsible for arranging for the alarm company to be present to test the lobby smoke detectors, hoistway smoke detectors and heat detectors associated with the elevator.

- Conduct a pressure relief valve test
- Conduct full load test
- Conduct a cylinder inspection and static leak test
- Inspect and test normal and final stopping limit devices
- Inspect operation of fire emergency service, emergency power system, and power door system as applicable.
- Visually inspect system for leaks or damage uncovered by the test
- Run elevator up hoistway on inspection for the Division of Building Safety inspector
- Submit the results of the test to required authorities

Note that the testing of elevator safety devices creates the possibility of damage to the elevator equipment. We will take reasonable precautions prior to the test to minimize this possibility, and if defects are found before the test, our technician will stop work and you will be notified of any extra cost involved to make the necessary corrections. Any damages resulting from the test, or defects noted during the test, will need correction before a satisfactory report can be submitted to the governing authority, and if necessary we will provide you with an estimate for any associated costs.

Price: \$2,345.00, plus applicable taxes. (Quotations valid for 60 days; price based upon work during regular working hours of regular working days.)

For an additional discount of 10% off the price noted above, I agree to extend my current maintenance contract, which includes the unit that this fixed price work will be executed on, with all same terms and conditions, for an additional term of the original duration of the maintenance contract.

Walter L. R. R.
I am authorized to bind the company

Date: 9-11-2018

Payment: Payable in full 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.

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: Teresa McConnell

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 9/11/2018

Accepted:

By: Wayne Rusl

For: Emmett High School

Title: Superintendent

Date: 9-11-2018

Approved:

By: Joe Stumph

Title: District Manager

Date: _____

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. 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.
10. 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.