



Florida Lifts LLC
P.O. Box 740708
Boynton Beach, FL. 33474-0708

Ph: 561-353-5438
Fax: 561-244-7580
info@floridalifts.com

Vertical access lift bid
WAV#128-R0
Thomas and Amber Wirth

PURCHASE CONTRACT

FLA15-

This contract dated as of _____ is entered into between Florida Lifts LLC, a Florida Limited Liability Company of 1718 Corporate Drive, Boynton Beach, FL 33426 (hereinafter known as “Elevator Contractor”), and Continental Associates, Inc. whose principal address is PO Box 33843 Indialantic, FL 32903. (hereinafter known as “Customer”), and shall become effective when signed by both parties and upon receipt of the first payment by Elevator Contractor. This quote is good for a period of 90 days.

Work to be sold:

Elevator Contractor agrees to provide and install one vertical platform lift (the “Work”) per the scope of work and specifications attached hereto as Exhibit A.

1. Purchase Price and Payment Terms:

The Customer shall pay to Elevator Contractor for the Work specified in paragraph one of this contract the sum of Twenty Seven Thousand Nine Hundred Dollars. (\$27,900.00 the “Purchase Price”, in accordance with the following schedule

- \$17,000.00., Plus the cost of any Customer Selected Options, (“first payment”) shall be due upon contract signing. Except as provided for in 10 of this Contract, the first payment shall be considered a non-refundable deposit which shall become the property of Elevator Contractor should this contract be cancelled by the Customer at any time or should the Customer be in default of this Contract, and, if the Elevator Contractor’s reasonable and fully documented costs and expenses incurred in connection with this Contract exceed the non-refundable deposit amount, the Customer agrees to reimburse the Elevator Contractor for the excess.
- \$8,000.00, payment (“second payment”) of the Purchase Price shall be due upon delivery of the Goods to the Customer’s job location.
- \$2,900.00., payment (“third payment”) of the Purchase Price shall be paid to Elevator Contractor when the installations of the Goods are complete.

Customer agrees to permit Elevator Contractor to commence installation within one week of Elevator Contractor’s receipt of equipment from the factory. If the installation is delayed, halted or interrupted for any other reason beyond the control of Elevator Contractor, (including but not limited to Customer not having permanent power at the installation site) the balance due, less the sum of one thousand dollars, is to be paid to Elevator Contractor at that time. The balance of one thousand dollars shall be paid by Customer to Elevator Contractor within 10 days of completion of installation.

12/16/2015

Page 1 of 5

Customer Initial_____

Elevator Contractor Initial_____

PURCHASE CONTRACT

FLA15-

All payments are to be made payable to Florida Lifts LLC and sent to:

Florida Lifts LLC
P.O. Box 740708
Boynton Beach, FL. 33704-0708

Customer agrees to pay late fees at a rate of 1% per month on all amounts past due.

2. Changes:

All changes to the Work, or to the Scope of Work shown in Exhibit A, must be agreed to in writing by the Elevator Contractor and Customer in order to be binding and an agreed upon Purchase Price adjustment made as applicable. All changes to the Purchase Price shall be added to, or deducted from, the next payment milestone shown in Paragraph 1 above.

3. Customer Default:

Customer acknowledges that this equipment is custom made for this particular installation. If Customer fails or refuses to make payment of the amount due at any time, Customer shall be deemed to be in default of this contract. Elevator Contractor shall be entitled to all remedies provided under the laws of the state of Florida through its adaptation of the Uniform Commercial Code, or otherwise, including but not limited to specific performance.

In the event it becomes necessary for Elevator Contractor to retain legal counsel, or undertake litigation, or to otherwise protect Elevator Contractor’s rights under this contract, or to defend Elevator Contractor against claims which are Customer’s responsibility, Customer shall pay reasonable attorney’s fees and related costs whether or not such litigation proceeds to final judgment.

4. Risk of Loss and Title to Work:

Elevator Contractor shall bear all risk of loss to the Work due to fire, windstorm, accident, theft vandalism etc., prior to the commencement of installation of Work at the Customer’s job site. Customer shall bear all risk of loss to the Work thereafter.

5. Delay in Delivery:

It is intended that delivery and installation take place within eight to ten weeks after the date approval of shop drawings and placement of order with the factory following receipt of the Deposit. Since the lift is custom made, a backlog at the factory, among other factors including but not limited to permits, inspections, site conditions, and weather, may cause delays in completion the Elevator Contractor assumes no responsibility for delays nor for failure to deliver Work to Customer on a particular date.

6. Applicable Law:

This contract shall be governed in accordance with the laws of the State of Florida

PURCHASE CONTRACT

FLA15-

7. Successors or Assigns:

This contract shall be binding upon the successors in interest or assigns of Elevator Contractor or Customer. No Assignment of this purchase contract may be made without the written consent of the other party.

8. Manufacturer’s Warranty

The Goods include the manufacturer’s standard limited parts warranty to replace defective parts covered under such warranty exclusive of labor. Labor is warranted by the Elevator Contractor for 90 days following installation. The manufacturer’s parts warranty may require that the Goods be maintained throughout the warranty period by an authorized manufacturer’s representative under a separate maintenance contract. Any warranty is conditioned on written notice to the Elevator Contractor within warranty period and contingent upon receipt of final payment to Elevator Contractor.

9. Permitting

Elevator Contractor will use its customary and normal efforts to assist the Customer in obtaining required permits and approvals to complete the work including preparation and filing of all permit applications but in no way shall be liable for delays or denial of any such permits or approvals. Customer assumes all expenses of any additional requirements mandated by any permitting or other approval authority and not specifically included in the attached Scope of Work.

10. Customer’s Right to Cancel

The Customer may cancel this Contract for any reason without penalty and obtain a complete refund of any money paid by providing written notice to the seller in person, by telegram, or by mail to Florida Lifts LLC 1718 Corporate Dr. Boynton Beach, FL 33426. **This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement.** If you do not cancel this Contract within three business days the cancellation provisions of paragraph one of this Contract apply.

Elevator Contractor
Florida Lifts LLC

Customer

By _____

By _____

Date _____

Date _____

12/16/2015

Customer Initial_____

Elevator Contractor Initial_____

PURCHASE CONTRACT

FLA15-

Exhibit A

Scope of Work

The Elevator Contractor hereby agrees to provide all labor and material as necessary to install one new and fully operational vertical platform lift at the following job location:

Job Name: **Thomas Wirth Dock Rehab – ADA Lift
11360 Indian River Rd
Sebastian, FL 32958**

Contact: **Doug Loseke**
Phone: **772-913-2520**
E-Mail: **doug@continentalassoc.com**

The vertical platform lift specifications are as follows and assumes no fire rated walls will be penetrated:

1. Type: Savaria V1504-TL half enclosure not to exceed 132” vertical travel
2. Project Type: Commercial
3. Power Supply: 110 VAC 60 hz up and 12 VAC down operation
4. Number of Stops: 2-Stop
5. Outdoor Options: **Yes**
6. Pit Required: 3”
7. Floor to Floor Travel: **126” TBV**
8. Ramp: None
9. Pump & Controller: **Remote machine room box to house pump & controller to be located at upper floor**
10. Cab Type Selection and Handing: Type 1L (on/off same side)
11. Landing Door Locations/Swing: Lower Level : 1/RH; Upper Level 1/LH
12. Cab Size: Standard Size 36” x 54”
13. Car Station: Keyless
14. Lower Landing Entrance: 80” High low profile aluminum door with plexi-glass inserts and WR-500 lock
15. Upper Landing Entrance Options: 42” High low profile aluminum gate with metal insert and WR-500 lock
16. Hall Call Stations: 2 ea. Keyless – Call/Send
 - a. Bottom Landing: Flush mounted In-frame
 - b. Upper Landing: Flush mounted In-frame
17. Light Screen: N/A
18. Telephone: None
19. Color: Standard
20. Touch up Paint: No
21. Misc: N/A

PURCHASE CONTRACT

FLA15-

In the event of a conflict between the approved drawings and these specifications, the approved drawings shall take precedence.

Additional work to be completed (not by Elevator Contractor):

Cement Pad:

Cement pit/pad per shop drawings to accommodate lift installation.

Electrical:

Provide a 110Volt Single -Phase power supply with 20Amp fused lockable disconnect (with auxiliary contact) on a dedicated circuit to the Lift.

Structural:

Structural engineer to ensure that building and dock will support all loads imposed by the lift equipment.

Additional: Cut out upper and lower landings for lift installation. Finish work at landings once the lift and doors have been installed, as required.