



SCHINDLER ELEVATOR CORPORATION

1730 Trade Center Way
Naples, FL 34109-1864
Phone: 239-566-9795
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UPGRADE ORDER AGREEMENT

Date: 02/19/2015

To:
Ogden Construction

Customer:
Around the Clock Fitness
Fort Myers, FL 33912-4328

Attn: Rob Ogden

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

We propose to furnish labor and material to install a LULA lift as per the drawings provided.

The lift is 1400lb capacity LULA manufactured by Access
Permit and inspection are included in base price.

Work by Others:

- 1) Re-locate or provide new mainline disconnects, GFCI, smoke heads and code required items in new equipment room.
- 2) Provide wall penetrations for electrical raceway and oil line piping to new controller and power unit location.
- 3) Re-locate elevator pit light and pit GFCI to new elevator front entrance location.
- 4) Cut out new rough hoistway for new entrance location and finish after complete.
- 5) Remove existing front entrance jamb and enclose with proper fire rated material.
- 6) Provide new elevator equipment room to meet attached layout requirements.

Price: 72,544.00, Inclusive of applicable taxes. (Quotations valid for 60 days; price based upon work regular working hours of regular working days.)

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.



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: Dean Collins

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 02/19/2015

Accepted:

By: _____

For: Ogden Construction.

Title: _____

Date: _____

Approved:

By: Michael Caputa

Title: _____

Date: _____



Schindler

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~~ 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~~ 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 (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.