



Installation Agreement

Garaventa Lift Florida LLC
P.O. Box 740707
Boynton Beach, FL. 33474-0707

Ph: 954-567-1252
Fax: 954-567-1178
info@garaventalift.com

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This contract dated as of _____ is entered into between Garaventa Lift Florida LLC, a Florida Limited Liability Company of 1914 Corporate Drive, Boynton Beach, FL 33426 (hereinafter known as "Elevator Contractor"), and Vinya Food And Drink, LLC whose principal address is 2350 Nw 23th Street Miami, FL 33132 (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. Lift to be installed in shaft provided by others.

I. 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-Eight Thousand Nine Hundred Dollars (\$28,900.00), plus the cost of any Customer Selected Options, the "Purchase Price", in accordance with the following schedule:

- a. \$17,400.00, Plus the cost of any Customer Selected Options, ("First Payment") shall be due upon contract signing. 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.
b. \$8,700.00, payment ("Second Payment") of the Purchase Price shall be due upon delivery of the Work to the Customer's job location and prior to the commencement of installation.
c. \$2,800.00, payment ("Third Payment") of the Purchase Price shall be paid to Elevator Contractor when the installations of the Work are substantially complete and prior to turnover to customer.

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.

All payments are to be made payable to Garaventa Lift Florida, LLC and sent to:

- i. Garaventa Lift Florida, LLC
ii. P.O. Box 740707
iii. Boynton Beach, FL. 33474-0707



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

II. 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. Payment for any change order shall be invoiced and due upon approval of the Change.

III. 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.

IV. Risk of Loss and Title to Work:

Elevator Contractor shall bear all risk of loss and damage to the Work due to fire, windstorm, accident, theft vandalism etc., prior to the delivery of Work to the Customer's job site. Customer shall bear all risk of loss and damage to the Work thereafter.

V. 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.

VI. Applicable Law:

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

VII. Assignment:

This contract shall be freely assignable by the Elevator Contractor.



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VIII. 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.

IX. Permitting

Elevator Contractor will use its customary and normal efforts to obtain the required State of Florida Elevator Installation Permit and approvals as required by Chapter 399 of Florida Statutes for the Elevator Company Scope of Work shown in Exhibit A but in no way shall be liable for delays or denial of such permits or for the permits required for Work by Others.

Elevator Contractor
Garaventa Lift Florida, LLC

Customer

By _____

By _____

Date _____

Date _____



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Exhibit A

Elevator Company 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: **266 Coral Way Lift**
 266 Coral Way
 Coral Gables, FL 33134

Contact: **Hector Garcia**
Phone: **305-986-6313**
E-Mail: **Hgarcia@consortiumwines.com**

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

1. Type: **Garaventa Genesis Shaftway Model** not to exceed **144"** vertical travel installed in shaft by others
2. Project Type: **Commercial**
3. Power Supply: 110/115 VAC 60 hz up direction; 12VDC down direction
4. Battery Backup: Included in down direction
5. Number of Stops: 2-Stop
6. Outdoor Options: No
7. Pit Required: 3"
8. Floor to Floor Travel: **128"**
9. Ramp: None
10. Underpan Sensor: n/a
11. Cab Type Selection and Handing: Type **1R** (on/off **same sides**)
12. Landing Door Locations/Swing: Lower Level : **RH**; Upper Level **RH**
13. Cab Size: Standard Size
14. Car Station: Keyless
15. Lower Landing Entrance: **80" Fire Rated Door with Automatic Door Operator**
16. Upper Landing Entrance: **80" Fire Rated Door with Automatic Door Operator**
17. Hall Call Stations: 2 ea. Keyless – Call/Send
 - a. Bottom Landing: **Flush mounted in frame**
 - b. Upper Landing: **Flush mounted in frame**
18. Telephone: **Included** (*customer to provide live analog phone service to lift location*)
19. Color: Standard
20. Touch up Paint: Yes
21. Misc: N/A



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Customer Selected Options:

None requested

(Inquire for more options)

****Customer Selected Options to be Included in First Payment****

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



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Work by Others:

Provision of at Slab, Pit and Landings:

Provide a **legal, level, cement slab** at the lowest landing to accommodate placement of the Lift and enclosure in accordance with any and all approved drawings, site plans, setbacks, building codes and regulations. Prior to installation of slab, review approval drawings and slab location to ensure Lift and enclosure will fit under any roof overhang or other obstruction. If obstruction exists do not proceed and notify Elevator Contractor immediately

If a pit is shown on the approval drawings then **the pit must be level, square and in strict accordance with the drawings** to accommodate placement of the Lift and enclosure within the pit. The edge(s) of the pit must align with all upper landings to ensure the Lift will sit flush against each landing.

All landings must be level and clear to permit all doors to open fully 90 degrees as shown on the approval drawings without obstruction. All landing openings must be of sufficient height to accommodate the enclosure doors and any required door operators. All finish work at landing areas including but not limited to repair of upper railings, screen enclosures, patching and painting of areas outside the Lift, is to be done by others.

Hoistway:

Construction of hoistway and pit in accordance with National US/ASME applicable code, all state and local codes. Due to close running clearances, Customer must ensure hoistway and pit are plumb, level and square and is in accordance with dimensions on specified in the shop drawings including pit depth and the minimum overhead clearance. Structural engineer to ensure that building and shaft will support all loads imposed by the lift equipment

Removal, Relocation or Repair of Landscaping, Utilities or Sprinklers:

All removal, relocation, repair or installation of landscaping, pavers, walkways, utilities, sprinklers or drainage is excluded and is to be done by others.

Electrical and Telephone:

Provide electrical disconnect as shown on approved drawings at a location approved by the Elevator Contractor and in accordance with any local building requirements. If a phone is shown on the approved drawings then provision of a working analog phone line to the lift at the time of installation or inspection is the responsibility of the Customer. If a phone is not shown on the drawings but is subsequently requested or required by the Customer, or any regulatory authority, then provision of the phone and the analog phone line are the responsibility of the Customer.

Additional:

Cut out upper and lower landings for lift installation. Finish work at landings once lift and doors have been installed, as required. If any remote call stations are required, customer is to provide any openings, conduit, and or posts that may be required to install remote call stations. Provide support to upper landing gate if applicable.

Customer Requested Installation Date: _____