

## **INSTALLATION AGREEMENT**

Date: November 10 2021

This Installation Agreement made by and between:

Company Name: South Florida Construction Associates, Inc.

Contact Name: Daniel Villanueva

**Project Manager** 

Email: daniel.villanueva@southfloridagc.net

Phone: 305-972-9564

and:

Company name: Comfort Elevator LLC

Contact Name: Michel Palmeiro

President

In consideration of the mutual covenants agree the following:

1. Comfort Elevator agrees to perform the complete installation including all components necessary as required per elevator code ASME 17.1. in the elevator unit described below:

## **EQUIPMENT LOCATION:**

Project Name: Coral Gables Restaurant- 226 Miracle Mile

Address: 226 Miracle Mile Coral Gables, FL 33134

## **EQUIPMENT DESCRIPTION:**

Vertical wheelchair Lift Elevator Unit:

Model: 2800 - (28 inch lifting height)

Access: straight

- Commercial Package
- Emergency Bell and Light Pack
- No Toeplate
- Solid Platform
- Safety Pan Custom Size
- Carriage Gate
- Upper Landing Wide Gate Left Swing



- Keyed Toggle on Upper Landing (incl. with gate)
- Keyed Toggle on Lower Landing Custom Platform Width = 36in.
- 3-inch pit required
- Custom carriage gate
- 2Way Comms Device For Enclosed Commercial Apps, if required by elevator code only.
- 2. Elevator equipment and all parts will be provided and installed by Comfort elevator LLC.
- 3. South Florida Construction Associates, Inc. will be responsible for securing and paying for the final inspection of the elevator as well as any inspection and/or permits.
- 4. All normal work under this Agreement will be performed during regular hours of regular working days of the elevator trade: Monday through Friday 8:00 a.m. to 5:00 p.m. We estimate that we will complete the task in 3+ weeks, if no complications arise. If the work would be completed before the time deadline, we will notify accordingly.
- 5. Comfort Elevator LLC warranties the work done under this agreement for 1 year from the date of our completion. Maintenance Contract to follow.
- 6. South Florida Construction Associates, Inc. agrees to pay Comfort Elevator LLC the total price of the work described as follow:

## Quote amount & payment:

Normal price, \$28,736, plus applicable taxes, permit and inspection. Discounted price, \$27,736, if approved with 25% deposit by 11/19/2021.

You agree to the following payment schedule:

25% to order shop drawings. 1+ weeks lead-time. \$6,934.00 50% to order manufacturing. 4+ weeks lead-time. \$13,868.00 25% at installation completion, before turned over. 3+ weeks lead-time. \$6,934.00

To lock in your discounted price please submit your approved agreement and its deposit payment by 11/19/2021.

Payments shall be made by the Purchaser based upon all said invoices, which shall be due within ten days of the date of the invoice. All payments outstanding in excess of ten days shall be deemed "delinquent".

Any late or overdue payments will bear interest at the rate of 1 ½ % per month. Attorneys' fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract.

7. This agreement shall be the whole agreement between both parties and shall not be altered except by written agreement. Comfort Elevator LLC is not responsible on any other work except the described above. Also, Comfort Elevator LLC is not responsible if the inspection failed due to



any reason not related with the work done. Also, in consideration of the performance of the services and the furnishing of the materials, it is expressly understood that Comfort Elevator LLC assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of elevator system which the subject of this agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of Comfort Elevator LLC.

8. A copy of this agreement signed and dated by both parties shall become the contract between both parties and will be our work order for material ordering and scheduling the work.

	Proposed by:	Accepted by:
Name:	Michel Palmeiro	
Title:	Comfort Elevator LLC President	
Signature & Date:		