



Custom Lifts, Inc.
Specializing in Accessibility Lifts
& Residential Elevators
Sales, Service, Installation, Maintenance & Repair

March 22, 2022

David Huelsman
Swim Tech
7010 NW 23rd Ave, Unit B
Gainesville, FL 32653

Phone: 951-318-0633
Fax:
Email: david@gatorwaterpolo.com

RE:

One (1) Garaventa GVL – 72” Vertical Wheelchair Enclosure Lift
Located at: **Gator Water Polo 7010 NW 23rd Ave, Unit B**

Custom Lifts, Inc. proposes to provide all necessary labor and material to perform the following work on the above referenced lift. The lift proposed is for mains power, standby power is to be provided by others. Furnish and install One (1) Garaventa - Enclosure Vertical Platform Lift:

NOTE: **Quote based off of drawings supplied by email on June 27, 2022**
Backing is to be provided by others.

Enclosure Model
Hydraulic drive
Indoor Package
Power supply: 120VAC
Floor Mount - Rise 64”
Electrical Disconnect included
Emergency lowering
Keyed Frame Mount Call Stations
2 landings, 90 degree, enter at 9, exit at 12
Standard size Platform
Lower landing Plexiglas door Right Hand with auto opener
Upper Landing Plexiglas Gate is Right hand with auto opener
Tower is Aluminum, lifting carriage is Steel
Frame Mount Call Stations Upper and Lower
Anodized Extrusion (Framing) is Silver Moon finish (Standard)
Steel Paneling is Satin finish (Standard)

- *Custom RAL color may be selected at an additional cost (If chosen the selected RAL color will include the Anodized Extrusion (Framing), the Steel paneling, the Platform lift, Platform side walls, the handrail, and mast/tower)*

Warranty – Two (2) year warranty (standard)

**Note: Manufacture Requires a Planned Maintenance (PM) agreement in order to warranty their parts (see page 3 sect 5 of this proposal)*

**Custom Lifts offers a planned maintenance agreement 4x a year at \$800.00 a year (\$200 a visit). Due to this not being required and due to the fact that you don't have to have Custom Lifts INC as your PM provider our PM contracts are offered separate of this Install proposal.*

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable. Subsequent to the date of this Agreement, should changes be made in any code, or should rulings by any code enforcement authority extend the application of the code, the work and materials necessary to bring the installation into compliance with such changes shall be in addition to the contract price.

1.0 INVESTMENT AND TERMS OF PAYMENT

Custom Lifts, Inc. proposes to furnish and install the equipment specified in this proposal for the net sum of **\$37,200.00 (Thirty Seven Thousand Two Hundred Dollars & 00/100)** Price includes material, shipping and installation. Quote good for 30 days only.

Custom Lifts, Inc.
9817 Tower Pine Drive, Winter Garden, FL 34787
Phone 407.654.2670 ~ Fax 407.654.8038
info@customliftsinc.com

Payment must be issued as follows:

TERMS:

- 60% upon acceptance of proposal, (\$22,320.00)**
- 20% upon confirmation of ship date, (\$7,440.00)**
- 10% before installation, (\$3,720.00)**
- 10% on site at completion of successful State Elevator Department inspection/turnover. (\$3,720.00)**
- 10% cancellation fee after signed proposal received/75% after material is released**

PLEASE NOTE THE FOLLOWING DISCLAIMERS

- Custom lift will not be released for production without deposit nor turned over without final payment.
- If drawings are revised more than three (3) times, there is an additional charge of \$200.00 per revision.
- Should the owner desire to have a custom RAL color picked off the color chart, there is an additional charge.
- Please see Section 6.0 – “Work not included” / Paragraph 3
- Extended Warranties and Preventative Maintenance are not included in this proposal
- This Proposal is not FEMA Compliant
- Insurance Custom Lifts carries is Item #9 in **Section 7.0 SPECIAL CONDITIONS**. Anything required outside of that will be negotiated.

The Owner shall make progress payments on account of the Contract Sum to the Contractor as provided above and elsewhere in the Contract documents. Each invoice for payment shall be based upon the terms submitted by the Contractor. The terms shall allocate the entire Contract sum among the various portions of the contractor's work. The terms shall be used as a basis for reviewing the Contractor's invoice for payment as well as for any change orders. If after the work has been substantially completed and full completion is materially delayed through no fault of Custom Lifts, Purchaser shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by Custom Lifts, based on the contract price of the uncompleted portion. Should you need a Certificate of Insurance and a W-9 please request.

In the event of any default or breach by Purchaser of any provision of this Agreement, the unpaid balance of the purchase price, less the cost of completing the work as estimated by Custom Lifts, Inc. shall immediately become payable irrespective of the acceptance by Custom Lifts, Inc. of notes from Purchaser or extension of time for payment. The remainder of the contract price shall be due and payable upon completion or turnover of the installation. If there is more than one (1) unit in this contract, final payment shall be made separately as each unit is completed or turned over to Purchaser.

Custom Lifts, Inc. reserves the right to discontinue its work at any time until payments have been made by Purchaser as agreed upon, and satisfactory assurances are made by Purchaser that subsequent payments will be made as they become due. Non-payment by the Purchaser of any monies due and owing under this Agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law in the state of acceptance.

2.0 DRAWINGS

Custom Lifts, Inc. shall, after receiving structural and architectural drawings from Purchaser, prepare drawings showing the general arrangement and loads of the elevator equipment. **These drawings shall be approved and the hoistway size guaranteed by Purchaser prior to processing, fabrication, and installation of the elevator.**

3.0 ACCEPTANCE OF PROPOSAL

Purchaser's acceptance of this Agreement and its approval by an executive officer of Custom Lifts, Inc. will constitute exclusively and entirely the Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety, and shall constitute the entire Agreement as contemplated by the Purchaser and Custom Lifts, Inc.

4.0 TITLE AND OWNERSHIP

Custom Lifts, Inc. retains title to all equipment it supplies under this Agreement and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this Agreement, including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Agreement, Custom Lifts, Inc. may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof, irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, and at Custom Lifts, Inc. request, Purchaser agrees to execute any financial or continuation statements which may be necessary for Custom Lifts, Inc. to file in public offices in order to perfect Custom Lifts, Inc. security interest in such equipment.

5.0 WARRANTY

Custom Lifts, Inc. warrants this lift to be free from defects in materials under normal use and service for a period of two (2) years from the date of installation, reasonable wear and tear excluded. Proof of the date of installation is required to determine the warranty period or the date of material shipping is the start date of warranty. Warranty labor is at no charge for 90 days after completion and turnover.

The warranty does not extend to any Lift unit which has been subjected to misuse, neglect, accident, modifications or damage from fire, lightning or water, or used in violations of the instructions furnished, nor units repaired or altered by other than an authorized Garaventa dealer. This warranty does not cover service work, oiling, cleaning and minor adjustments that are required from time to time. Consult with Custom Lifts, Inc. your local authorized Garaventa Lift Dealer.

Custom Lifts, Inc. liability hereunder is limited to repair and/or replacement only. Transportation and labor charges are not covered. Custom Lifts, Inc. accepts no liability for any loss or damage resulting from use or misuse of the equipment, whether such damage is direct, indirect or consequential. All other express or implied warranties, statutory or otherwise, are excluded.

- **Preventive Maintenance**
*A Preventive Maintenance Program provided by Custom Lifts, Inc. your authorized Garaventa Dealer is **required** to maintain your Manufactures Warranty and to ensure safe and reliable operation of your lift.* It is the responsibility of the lift owner to ensure that maintenance is performed on a regular basis. It is recommended that a thorough servicing by Custom Lifts, Inc., your authorized Garaventa representative, be carried out every six months or additional visits may be required depending on usage. Maintenance must be performed to ensure warranty.
- **Warranty Registration**
A warranty registration form must be filed with us within ten days of the completion of your Garaventa Genesis Lift installation.
- **Optional Extended Warranty Protection (Canada & USA only)**
As an option you are able to purchase extended warranty protection for your lift (**Preventive Maintenance Agreement required**). This will extend your warranty from two years to 7 years. (warranty details are available). The extended warranty covers all major components.
Important note: The extended warranty protection plan (PMA required) is available for purchase up to 30 days after lift installation. An extended purchase availability of up to 90 days after installation is available for an additional cost.

Protect your investment. Contact Custom Lifts, Inc. (info@customliftsinc.com) your local Garaventa Lift dealer and for more information.

6.0 WORK NOT INCLUDED

This proposal does not include the following work and is necessarily conditioned on the proper performance of the General Contractor and/or other subcontractors: A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Removal of water in pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings,

foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50°F minimum (900 maximum). Adequate supports and foundations to carry the loads of all equipment, including supports for guide rail brackets and machine beams or overhead sheaves (if furnished). If adjacent hoistways are utilized, divider beams at suitable points shall be provided for guide rail bracket support. All sill supports, including steel angles where required, sill recesses, and the grouting of door sills. Purchaser will provide OSHA approved removable temporary enclosures, barricades, or other protection from open hoistways during the time the lift is being installed. Proper trenching and backfilling for any underground piping or conduit. Cutting of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting of anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above, if required, on hoistway sides, including finish painting of these items.

Suitable connections from the power mains to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense. Purchaser agrees to provide, at no cost to Custom Lifts, Inc. a crane to hoist elevator equipment as needed. Custom Lifts, Inc. will be responsible for own housekeeping. All existing equipment removed by company shall become the exclusive property of the company.

7.0 SPECIAL CONDITIONS

Custom Lifts, Inc. shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war malicious mischief, acts of God or any cause beyond its control, and in no event shall Custom Lifts, Inc. be liable for any damages, nor any consequential, special or contingent damages. Purchaser agrees to indemnify, defend, and hold harmless Custom Lifts, Inc. from all damages, claims, suits, expenses, and payments resulting from Section 7.0. Custom Lifts, Inc. shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

As the above work is undertaken for the convenience of the Purchaser, the Purchaser shall, to the fullest extent permitted by law, indemnify and hold harmless Custom Lifts, Inc. Agent and Owner and their respective subsidiaries, affiliates, shareholders, directors, officers, partners and employees from and against any and all liability, claims and demands on account of damage to any property or injury to persons including death resulting there from, losses, damages, expenses (including attorneys' fees and investigation costs), payments, recoveries and judgments in connection therewith arising out of or caused in any manner by the acts or omissions of purchaser, its employees, agents or subcontractors or the performance or failure to perform any Services under this Agreement or the breach of any representation or warranty, or any provision or obligation, set forth herein by Contractor, or Contractor's employees or agents or subcontractors. Purchaser shall, at its own expense, defend any and all actions brought against Custom Lifts, Inc. Agent and Owner based upon any of the foregoing and shall pay all attorneys' fees and all other expenses, and promptly discharge any judgments, settlements or compromises arising therefrom. Purchaser's liability under this paragraph shall survive the expiration or termination of this Agreement, but this shall not be construed to mean that Purchaser's liability does not survive as to other provisions of this Agreement.

Owner agrees to indemnify and hold Custom Lifts, Inc. harmless from and against any and all costs, expenses, attorneys' fees, suits liabilities, damages, or claims for damages, in any way arising out of (1) any negligent acts or the willful misconduct of Owner, its agents or employees; or (2) any breach of this agreement or failure of Owner to promptly perform

1. Custom Lifts, Inc. performance under this Agreement is contingent upon Purchaser furnishing Custom Lifts, Inc. with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Agreement or the manufacture, delivery or installation of the equipment.
2. It is agreed that Custom Lifts, Inc. personnel shall be given a safe place in which to work and Custom Lifts,

Inc. reserves the right to discontinue work in the building whenever, in our sole opinion, this provision is being violated.

3. Custom Lifts Inc. shall not be held liable for damage caused during installation pertaining to foreign lines (Electrical, Plumbing, Sewage, Phone, Steel Piping, PVC, etc). Purchaser agrees to thoroughly review approved drawings and advise Custom Lifts Inc of any items of note pertaining to walls that will be penetrated during installation. If any damage is caused Purchaser agrees to repair / replaced affected items.
4. All work is to be performed during Custom Lifts, Inc. regular working hours/regular working days unless otherwise specified and agreed to in writing by both Custom Lifts, Inc. and Purchaser.
5. Custom Lifts, Inc. anticipates shipment of the equipment approximately **8 - 10 weeks after all final drawings and details are approved by Purchaser.** A dry and protected area, conveniently located to the elevator hoistway will be assigned to Custom Lifts, Inc. without cost, for storage of Custom Lifts, Inc. material and tools. Purchaser agrees that if Purchaser is not ready to accept delivery of the equipment when notified that it is ready, Purchaser will immediately make the payments due for the equipment and designate some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, Custom Lifts, Inc. is authorized to warehouse the equipment at a location of Custom Lifts, Inc. choice at Purchaser's risk and expense. Purchaser shall reimburse Custom Lifts, Inc. for all costs due to extra handling and warehousing.
6. Should loss of or damage to our-material, tools or work occur at the installation site,-Purchaser shall compensate Custom Lifts, Inc. for such loss, unless such loss or damage results from Custom Lifts, Inc. own acts or omissions.
7. If Custom Lifts, Inc. submits any-drawings, illustrations or descriptive matter with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
8. Please note our insurance Coverage's if the amount provided is inadequate a change order will be submitted to cover the extra cost needed in order to achieve the requested amount.
9. **Custom Lifts Inc insurance outline:**
 1. Commercial General Liability each occurrence \$1,000,000.00
 2. General Aggregate \$3,000,000.00
 3. Automobile Liability combined single limit \$2,000,000.00 (each accident)
 4. Workers Compensation \$1,000,000.00 (each accident)
 5. Insurance request in addition to the above stated will result in a change order.
10. In the event Custom Lifts, Inc. engages a third party to enforce and collect payment due hereunder, either with or without suit; Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Agreement to be in Lake County, Florida.
11. The rights of Custom Lifts, Inc. under this Agreement shall be cumulative and the failure on the part of the Custom Lifts, Inc. to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by Custom Lifts, Inc. in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Please Initial

Purchaser to provide a dumpster or means to dispose of wood and trash on site of wood packing materials from new lift equipment. _____

If no dumpster can be provided a removal fee will be assessed.

Accepted _____
(Print Name)

Date: _____

Company: _____

(Authorized Signature)

Submitted By: _____
Custom Sales Team

Custom Lifts, Inc.

Approved On _____

By _____
Name Title