



1271 LaQuinta Drive, Unit 4
Orlando, Florida 32809
HONTZ ELEVATOR OF FLORIDA, INC.
FL C.C. 235

PURCHASER:

Vizcaya Master Homeowners Association
P.O. Box 530066

Attn: Garth Olson

Proposal No: F1425

Date: November 5, 2001

Hontz Elevator Company agrees to furnish our Full Service Maintenance Agreement as herein described, on the following equipment:

One (1) Passenger Elevator

Located at: 8500 The Esplanada/ Orlando, Fl.
Service Frequency: Quarterly
Terms: \$ 95.00 per month

This Agreement, including the provisions contained on the following pages, when accepted by the Purchaser and approved by an authorized representative of the Hontz Elevator Company shall constitute, exclusively and entirely, the Agreement between the parties for the services to be provided hereunder, and all prior representations or agreements not incorporated herein are superseded. In the event the Purchaser's acceptance contains provisions which conflict with this Agreement, in any way, then the provisions of this Agreement shall govern. Any changes in, or additions to, this Agreement will not be valid or recognized unless they are submitted in writing and signed by both parties.

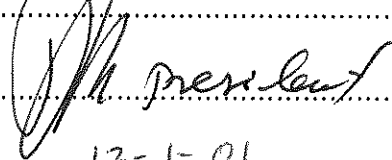
Purchaser's Acceptance:

This Agreement is hereby signed and accepted in duplicate on (Date):

Full legal name of purchasing entity

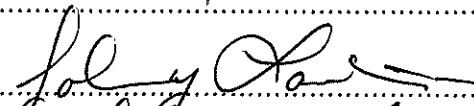
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Vizcaya Master
Homeowners Association
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Signature and title of authorized official

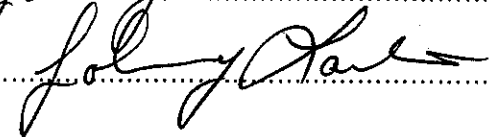
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12-1-01

Commencement date of this Agreement

SUBMITTED FOR HONTZ ELEVATOR COMPANY

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APPROVED FOR HONTZ ELEVATOR COMPANY

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Under this Agreement Hontz Elevator Company will maintain the elevator equipment on the following terms and conditions:

1. SERVICES PROVIDED

Hontz Elevator Company is to maintain the elevator equipment using skilled elevator technicians under our supervision and use reasonable care to see that the elevator equipment is maintained as set forth herein.

We will regularly and systematically examine, adjust, lubricate and, whenever required by the wear and tear of normal elevator usage, repair or replace the following equipment:

- Machine including worm, gear, thrust bearings, drive sheaves, sheave shaft bearings, brake coil, brake components.
- Motor and motor generator including motor windings, bearings, rotating element, commutators, brushes and brush holders.
- Pump unit including pump, V-belts, filters, leveling valves, piston packing, exposed piping.
- Controller including dispatching equipment, relays, contacts, coils, leads, resistors, transformers, timers, selector, selector tapes, and solid state components.
- Governor including bearings, sheaves, shafts, governor jaws, tension sheaves, and electrical switches.
- Hoistway entrance hardware including door tracks, hangers, rollers, closures, interlocks, and gibs.
- Car and counterweight buffers, compensating sheave assemblies, secondary sheaves, deflector sheaves, steel guide rails, guide shoes or rollers, and limit switches.
- Car equipment including car safety mechanisms, platforms, car door tracks, hangers, door operators, linkage arms, door contacts, safety edges, loadweighing devices, and fans.
- Car and hall buttons including contacts, signals, position and directional indicating equipment.
- Repair or replacement of traveling cables, hoistway, and machine room wiring

Hontz Elevator Company will also:

- Equalize tension on all wire ropes and resocket ropes on drum machines.
- Replace as often as necessary all wire ropes including hoist and governor ropes in order to maintain a sufficient factor of safety.
- Retain the design characteristics of the equipment in the same condition as when it was taken over on this maintenance Agreement, unless changed by a written proposal between Hontz Elevator and Purchaser.
- Maintain an adequate stock of spare parts that are subject to frequent replacement along with the proper lubricants required to maintain the elevator equipment.
- Perform regular cleaning of the elevator pit and machine room of dirt and debris accumulated due to normal elevator usage.
- Maintain proper levels of oil hydraulic fluid to provide proper operation.
- Relamp all signals, during regular service time only.



2. ITEMS NOT COVERED

Hontz Elevator Company assumes no responsibility for the following items, which are not included in this Agreement:

- Refinishing, repairs to, or replacement of the elevator car enclosures including wall panels, car gates, door panels, sills, plenum chambers, hung ceilings, light diffusers, fixtures and bulbs, handrails, mirrors, fans and ventilating equipment, and floor covering.
- Hoistway enclosures, hoistway doors, door frames and sills, hoistway gates, swing door hinges and closing devices, hoistway inserts and brackets, rail alignment.
- Hydraulic cylinders, casings, plungers, and buried or concealed piping.
- Power feeders, line voltage or phase, main line disconnect switches, their wiring and fusing, any power units or components installed or connected for emergency standby power use, batteries, emergency lighting, security or alarm systems, shunt trip, smoke or heat sensors, telephones or communication equipment not installed by Hontz Elevator Company.
- Hontz Elevator shall not be responsible for rusted items

3. ADDITIONAL SERVICES PROVIDED BY HONTZ ELEVATOR COMPANY

• 24-HOUR EMERGENCY SERVICE

Hontz Elevator Company will provide to the Purchaser 24-HOUR EMERGENCY SERVICE, through out the year. If a problem should develop, our representative will dispatch an elevator technician to perform emergency minor adjustment callback service.

• TESTING

Hontz Elevator Company will conduct all safety tests as required by state laws or ordinances in effect at the time this Agreement is entered into. This includes the annual no load pressure test for hydraulic elevators and for traction elevators perform every five years a full load, full speed test of the safeties, overspeed governors, car and counterweight buffers. The governor shall be recalibrated and sealed for tripping speed if required. These tests will be performed as set forth in the edition of American National Standard Safety Code for Elevators and Escalators (ANSI, A17.1) in effect at the time this Agreement is entered into. The operational testing of the firefighters system is included in this Agreement. If any authorities or the Purchaser require the fire system to be tested as a separate task, Purchaser will be billed extra for this test.

4. PERFORMANCE REVIEWS

The manager assigned to your account will on a periodic basis review the elevators covered in this Agreement, to ensure that proper maintenance and safety standards are being maintained. We will maintain and make available to you detailed reports of all callbacks, repairs and maintenance performed on the elevator equipment. This information will help in planning the vertical transportation needs for your building, whether it be modernization, traffic analysis, recommendations and requirements of code authorities or proper use and care of the elevators.



5. HOURS OF SERVICE

All work will be performed during the regular working hours of regular working days of the elevator trade. This Agreement includes emergency minor callback service during our regular working hours. If the Purchaser should require, at any time, overtime examinations, repairs, or emergency minor adjustment callback services that are covered under this Agreement, Hontz Elevator Company will absorb the regular time portion and the Purchaser will only be charged extra for the difference between the regular straight time rate and the overtime rate applicable, for each overtime hour worked.

6. THIS AGREEMENT INCLUDES THE FOLLOWING HONTZ ELEVATOR COMPANY GUARANTEES:

- **SERVICE GUARANTEE**

If you the Purchaser are not 100% satisfied with Hontz Elevator Company's service for any reason, you may cancel this Agreement by providing Hontz Elevator with written notice within the first sixty (60) days from the Commencement Date of this Agreement. Hontz Elevator will refund all payments made for monthly maintenance during said sixty (60) day period, excluding payment for any parts, materials, etc., used in the repair, service or maintenance of Purchaser's elevators.

- **PERFORMANCE GUARANTEE**

Hontz Elevator Company will correct any failure which takes any elevator out of service within 24 hours (1 day) from the time we are notified of the failure. If the elevator is not back in service within 24 hours, we will credit your next monthly invoice applicable to that elevator, prorated for the period the elevator was out of service beyond such time. This guarantee does not cover non-regular workdays, scheduled repairs, repairs delayed for any cause excluded elsewhere in this Agreement, and repairs to any item or resulting from any cause excluded elsewhere in this Agreement.

7. CONDITIONS OF SERVICE

No work, service or liability on the part of Hontz Elevator Company other than specifically mentioned herein is included or intended. Hontz Elevator Company does not assume control, possession or management of any part of the elevator equipment but such remains Purchaser's exclusively as the owner, lessee, or agent of the owner or lessee. Purchaser is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation.

Hontz Elevator Company shall not be required to make other safety tests, to make replacements with parts of a different design or type, to make changes in the existing design of the elevators, to modernize or install new attachments whether or not recommended or directed by insurance companies or by federal, state, municipal, or other government or non-government authorities. We shall not be required to make any replacement, renewals, or repairs necessitated by reason of any cause beyond our control except ordinary wear and tear, including, but not limited to, negligence, misuse, fire, theft, water, floods, weather, earthquakes, acts of God, repair of others, or obsolescence of the equipment.



7. CONDITIONS OF SERVICE (CONTINUED)

In the performance of the tests that are required by this Agreement, Purchaser understands that the tests impose greater strains upon the equipment than those arising from normal operation. Therefore, it is agreed that in making such tests, Hontz Elevator Company shall not be liable for leakage, loss, damage, injury or destruction of persons or property, except those of Hontz Elevator Company, because of the action or failure of any of these devices. If repairs are necessary before or after such tests to meet code or performance requirements, such work shall be considered as an extra to this Agreement and payable as a separate order.

Hontz Elevator Company hereby agrees to indemnify, defend and hold harmless the Purchaser and their directors, officers, agents and employees from and against any suits, claims, damages, losses, costs, and expenses (including but not limited to attorneys' fees) on account of injury or death of any person or damage to property to the extent that any such claim, damage, loss, cost or expense arises out of or results from the performance of the work, any act or omission, and /or failure to comply with the terms and conditions of said Agreement, of Hontz Elevator Company, its employees, agents and subcontractors. If the Contractor is found negligent, it shall only be required to contribute toward the payment of the judgment or settlement obtained by the injured party an amount equal to the percentage of the Contractor's negligence multiplied by the total amount of the judgment or settlement obtained by the injured party. Hontz Elevator Company will purchase and maintain such insurance as will protect it from any costs and expenses related to the foregoing, including without limitation, contractual coverage for the foregoing indemnity.

The Purchaser agrees that in the event that any elevator is malfunctioning or in a dangerous condition, the Purchaser is to immediately notify Hontz Elevator Company, remove the elevator from service and take all necessary precautions to prevent access or use, until such condition is corrected.

Purchaser agrees to provide Hontz Elevator Company unrestricted access to all areas of the building in which any part of the elevators are located and to keep machine rooms and pit areas free from water, stored materials, and excessive debris. Purchaser agrees to provide a safe workplace for our personnel, and to remove any hazardous materials in accordance with applicable laws and regulations. Hontz Elevator will not be responsible for service calls, repairs or maintenance impeded by Purchaser's failure to comply with the aforesaid provisions.

Hontz Elevator Company shall not be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages, or by any other cause which is beyond its control, or in any event, for any incidental or consequential damages.

Under no circumstances shall Hontz Elevator Company be responsible for special, indirect, incidental or consequential damages of any kind regardless of cause.

HONTZ

ELEVATOR COMPANY

8. TERM OF THE AGREEMENT

The term of this Agreement will be from the Commencement Date and shall continue thereafter ~~until terminated.~~ ^{for 1 year.} Either party may terminate this Agreement at the end of the first ~~five~~ year or at the end of any subsequent ~~five~~ year period by giving the other party thirty (30) days written notice prior to end of the then current ~~five~~ year term. *

At the anniversary of the Commencement Date of this Agreement, the price will be decreased or increased by the percentage of increase or decrease in the then current straight-time hourly labor cost for an elevator technician. Regular time hourly labor costs shall mean the hourly rate paid to the elevator technician plus fringe benefits of the local Elevator Constructors Union. Fringe benefits include, but are not limited to, pensions, education funds, group life insurance, health and accident insurance, and hospitalization insurance.

9. PAYMENT TERMS

Invoices are payable on or before the first day of the month for which the invoice is rendered, beginning on the Commencement Date. Purchaser shall pay, in addition to the base price stated, any taxes or fees imposed on or after the Commencement Date of this Agreement.

A delinquent payment charge calculated at the rate of 1.5% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection herewith. Failure to pay any sum due by Purchaser within sixty (60) days will be a material breach. Hontz Elevator may at Hontz Elevator's option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

In the event that any payment due Hontz Elevator from the Purchaser for services provided herein is more than fifteen (15) days late, Hontz Elevator may notify the Purchaser of its intent to terminate this Agreement. Notification shall be by registered or certified mail to Purchaser's address on Page 1 of this Agreement.

At the end of the first year the contract will be evaluated and either renewed or terminated at that time.

Handwritten signatures and initials, including a circled signature and initials 'JK'.