



**BASIC MAINTENANCE AGREEMENT**

**Purchaser: Jefferson Parish Govt**  
 P O Box 9  
 Gretna, LA 70054

Hereinafter referred to as "Purchaser", "you", and "your"

**Location: Alario Center**  
 2000 Segnette Blvd  
 Westwego, LA 70094

**By: H-worth Elevator Service**  
**Liz Hollingsworth**  
 2227 Fayette Street  
 Kenner, La. 70062  
 Phone #: 504-469-7771  
 Fax #:504-468.3515  
 E- Mail: Liz@hworthelevator.com  
 Internet: www.hworthelevator.com

Hereinafter referred to as "H-worth Elevator Service Inc.", "H-worth Elevator", we, "us" and "our",

**BASIC MAINTENANCE AGREEMENT**

H-worth Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

<b>Equipment to Be Maintained</b>						
<b>Building Name</b>	<b>Unit Qty.</b>	<b>Manufacturer</b>	<b>Type Of Unit</b>	<b>Application of Unit</b>	<b>Unit ID or Serial #</b>	<b>Price Per Unit</b>
2000 Segnette Blvd	1	KONE	Pass	hydro		\$315.00

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## **Preventative Maintenance Program**

We will service your equipment described in the agreement on a **monthly** basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, **8:00 AM to 4:30 PM** (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "**After Hours**".

H-worth Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, cleaning and lubrication and adjustment will cover the following components of your elevator system:
  - Controller and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves and jacks
  - Car and hoistway door operating devices
  - Door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
  
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

## **Full Coverage Parts Repair and Replacement**

H-worth Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "items not covered" or "other conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of H-worth Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regular scheduled visits).

## **Maintenance Control Program**

H-worth Elevator performs service in accordance with our written Maintenance Control Program. This Program meets and exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes H-worth Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in the agreement.

## **Quality Assurance**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as, access to a comprehensive parts replacement inventory system.

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To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated H-worth Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

### **Service During Normal Working Days and Hours**

Service request are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: You or your representatives, the building or building's representative, emergency personnel, passengers through the elevator's communication device and/or from H-worth Elevator's communication line.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

### **After Hours Service Requests**

On all after-hours service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. After-hours service requests are performed before or after normal business working days and hours.

### **Annual Safety Testing (INCLUDED)**

H-worth Elevator will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, H-worth Elevator will test your equipment in accordance with those annual periodic testing requirements in effect at the time this agreement is executed.

### **Product Information**

You agree to provide H-worth Elevator with the current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new H-worth Elevators at no additional costs). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back - up of the software embodied therein. These items will remain your property.

### **Safety**

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within (10) days after any occurrence or

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accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if H-worth Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in H-worth Elevator's sole judgment jeopardizes the safety of the riding public, H-worth Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, H-worth Elevator will immediately advise you in writing of such action, and whether any proposed solution is covered by the terms of this agreement.

### **Other**

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since H-worth Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement you agree to provide us with written notice of that concern and give us (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of H-worth Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit H-worth Elevator Service, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against H-worth Elevator, our employees, officers, agents, affiliates, and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of H-worth Elevator and/ or our employees. You recognize that your obligation to H-worth Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

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### **Insurance**

H-worth Elevator Service expressly agrees to name purchaser along with its officers, agents, affiliates and subsidiaries as additional insured's in our liability and any excess (umbrella) liability insurance policy(s). Such insurance must insure H-worth Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of H-worth Elevator Service and/or its officers, agents, affiliates and subsidiaries. Such Insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation. H-worth Elevator Service shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall H-worth Elevator Service be liable for any consequential, special, or indirect damages.

### **Items Not Covered**

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges, and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and other items as set forth and excluded in this agreement.

### **Other Conditions**

With the passage of time, equipment technology and designs will change. If any part of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an additional after market source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authority strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment.

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You expressly agree to release and discharge us and our employees for any and all claims and/ or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby.

H-worth Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge H-worth Elevator for any and all claims for consequential, special or indirect damage arising out of the performance of this agreement. In no event shall H-worth Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, H-worth Elevator assumes no responsibility for the day- to - day operation of the governor or safeties on traction elevators, or hydraulic systems in hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and placed the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable; you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local district.

In the event a third party is retained to enforce, construe or defend any of the term and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. You hereby waive trial by Jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any information in this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

### Price

The price for the services in this agreement shall be **\$315.00 (Three hundred fifteen dollars a month)**

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**Term**

This agreement is effective for **(3)** years starting **May 1, 2024** and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive **(1)** year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days, but not more than 120 days before the end of the initial **(3)** year period, or at least ninety (90) days but no more than 120 days before the end of the subsequent **(1)** year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

**Annual Price Adjustments**

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustments to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

**Early Payment Discount**

You may elect to pay in advance for 12 months of service described in this agreement. Such Prepayment entitles you to a 3% discount from the annual Price in effect at the time of payment.

**Overdue Invoices**

A service charge of 1.5 % per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with H-worth Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to H-worth Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one of the following: 1.) Suspend all service until all amounts due have been paid in full, and/or 2.) Declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If H-worth Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to H-worth Elevator's suspension of services. Upon resumption of service, you will be responsible for payment to H-worth Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

**Acceptance**

Your acceptance of this agreement and its approval by an authorized manager of H-worth Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one- hundred twenty (120) days from the date submitted by the H-worth Elevator representative below. No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized H-worth Elevator manager.

**H-WORTH ELEVATOR SERVICE**

**PURCHASER'S NAME**

By: \_\_\_\_\_  
(Signature of H-worth Elevator Representative)

By: \_\_\_\_\_  
(Signature of Authorized Individual)

Name: **Liz Hollingsworth** \_\_\_\_\_  
(Accounts Manager)

Name: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Date: \_\_\_\_\_