



Quarterly Maintenance Contract

American Elevator Co., Inc. (hereinafter called the Company),
agrees to furnish to:

Sapulpa Public Schools
511 E. Lee
Sapulpa, OK 74066

(hereinafter called the Purchaser), Full Maintenance service on the following listed elevator(s) located at:

Equipment List
L-9491 Sapulpa Middle School, 1304 E, Cleveland, Sapulpa, OK L-9492 Collins Stadium, 188 S. Watchorn Ave, Sapulpa, OK L-9493 Administration, 511 E. Lee, Sapulpa, OK L-9494 Chieftain Center, 1201 E. Lee, Sapulpa, OK

Annual Testing with QEI witness will be billed at a cost of \$560.00 per facility

THE COMPANY AGREES to furnish the following work and materials under this agreement:

- Routinely adjust and inspect all equipment and examine safety devices.
- Furnish consumable supplies such as rags, cleaning materials, solvents, rope preservatives, oil, grease, and other lubricants.
- Routinely clean and lubricate the equipment as required.
- When conditions warrant in the opinion of the Company, adjust, repair or replace Machine, Motor, Generator and Controller parts including: Generator, Worms, Gears, Thrusts, Bearings, Brake Magnet Coils, Brake Shoes, Brushes, Windings, Commutators, Armatures Coils, Contacts, Resistance Units, Magnet Frames, Sheaves, Shafts, and Bearings.
- Lubricate guide rails and, when necessary, repair or renew car guide shoes, counter-weight guide shoes, and gibs; adjust or replace belts and, when necessary, equalize the tension on all hoisting ropes; when necessary, renew all wire rope cables, and repair or replace conductor trail cables; replace fuses and indicator bulbs in operating panels, stations and indicators; renew, when necessary, the wiring for shaft way door interlocks, and for push button and car operating stations; repair or replace renewal parts of the automatic car door operator and other accessory equipment.
- The above listed work to be performed during the regular working hours of the regular working days of the elevator trade.

Maintenance Exclusions:

Repairs or renewals necessitated by ordinary wear and tear only shall apply to this contract, and the Company shall not be required to make adjustments, repairs, or renewals necessitated by reason of negligence on the part of others, misuse of the equipment, or by reason of any other cause beyond the Company's control. Company shall not be required to make capacity or safety tests nor to install new attachments on the elevator whether or not recommended or directed by insurance companies or by governmental authorities, nor to make any replacements with parts of a different design. The company will not be responsible for providing job specific wiring diagrams for troubleshooting if required.

The repair, refinishing or replacement of the following are not included in this agreement: car lighting fixtures, tubes and ballasts; car and hoist way enclosures; car and hoist way door panels, frames and sills; rams and cylinders; underground pipe or conduit; power switches or fuses for same, and power wiring to the controller.

Parts/Equipment Exclusions:

Pre-existing conditions will be surveyed within 30 business days of contract start. Pre-existing conditions will be excluded from any coverage until resolved or otherwise permanently excluded. Upon failure of mechanical door reopening device, in which device cannot be reasonably repaired, these units will be upgraded to an Infrared Safety reopening device. Purchaser will be responsible for upgrade expense. The Company is not responsible for problems occurring due to machine room equipment housed in an environment that is not kept at or below 90 degrees Fahrenheit and above 60 degrees Fahrenheit, or is exposed to excessive humidity. Motor-Generator Units (MG) that have not been fully rebuilt within 5 years of the initial date of this contract are not covered. Obsolete parts; every effort will be made by contractor to find direct replacements or to make repairs to existing equipment. Should these efforts fail and suitable direct replacements cannot be obtained due to market obsolescence, customer will be responsible for upgrade expense. Auxiliary/Emergency Lights will be tested and maintained. Replacement batteries will be billed at cost. Emergency Communication Telephone devices will be tested and maintained. Replacement units will be billed at cost. American Elevator is not obligated to cover any hoist machine/hoisting equipment/power control equipment that cannot be repaired in place as installed under this agreement.

OEM Equipment:

The Purchaser will provide a complete set of as-built wiring diagrams and ASME A17.1 code required test procedure documentation. Purchaser will procure at purchaser's expense required diagnostic devices if not provided on site. Purchaser will procure and purchase any proprietary OEM parts at companies request and will be reimbursed by The Company for actual cost. The Company will not assume any liability for failures to provide OEM devices, schematics, manuals or parts.

REPLACEMENT PARTS

Parts and replacements are included in this agreement as outlined above. The parts listed on the schedule below show considerable wear and will require replacement or refurbishment in the near future. To provide Purchaser with the maximum of service from these parts, the Company will accept them in their present condition with the understanding that Purchaser will pay, in addition to the base amount of this contract, an extra amount at the time the parts listed are replaced or refurbished. The additional charge for this replacement will be determined by pro-rating the total direct indirect costs of replacing/refurbishing the individual parts. Purchaser will pay for that portion of the life of the parts used prior to the date of this contract and the Company will pay for that portion used since the date of this contract, with proration based on the assumed used life set forth below.

TROUBLE-CALL ANSWERING SERVICE

Should purchaser request Company to correct trouble which develops with the elevator equipment between regular routine examinations, the Company will absorb the cost of all labor expended at, and in traveling to or from the jobsite in performing the corrective work during Normal Business hours of Mon-Fri 8am to 5pm as outlined in this agreement. Should purchaser request a trouble call outside of Normal business hours the request will be responded to on the following business day. If a request is made outside of Normal business hours and all essential elevator units listed below are out of service or there is an emergency that requires an elevator technician, the call shall be responded to as soon as possible. on a 24-hour, 7-day week basis and the Company will absorb the cost of all labor expended at, and in traveling to or from the jobsite in performing the corrective work as outlined in this agreement.

Essential Equipment with Overtime Covered:

none

TERM

This Agreement shall be for an initial period of:

One (1) years from Date: July 1st, 2026

and shall automatically continue for ONE-year periods thereafter unless canceled and in accordance with the terms below. This Agreement may be terminated by Purchaser at the end of any such period by giving Company written notice at least ninety (90) days prior to the end of any such period. The Company may terminate this agreement by giving Purchaser ninety (90) days written notice, except that, if payments are not made in accordance with the terms hereof or if there be any other default on the part of the Purchaser, then the Company may terminate at will and shall not be liable for any acts or omissions during the period of default, whether election is made to terminate or not. All notices shall be by registered mail.

COMPENSATION

The monthly service charge for the service as stated shall be:

\$1,234.00 One, Thousand. Two-Hundred and Thirty-Four Dollars and Zero Cents

payable monthly in advance. The price set forth above shall be adjusted at the end of each year this Agreement is in effect to compensate for changes in the cost of labor and material. The price as adjusted shall be effective for the following year. Adjustment shall be made on the following basis:

Contract price shall be increased or decreased due to the increase or decrease in the straight time hourly rate paid to elevator constructors in the locality where the equipment is to be maintained on the year adjustment date as compared with the actual hourly rate paid to elevator mechanics plus fringe benefits including but not being limited to payments for pensions, vacations, paid holidays, group life insurance, sickness and accident insurance or hospitalization insurance.

TERMS AND CONDITIONS

Nothing in this Agreement shall be construed to mean that the Company assumes any liability on account of accidents to persons or property except those directly and solely due to negligent acts of the Company or its employees, and the Purchaser's own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment is in no way affected by this Agreement. It is agreed that, when not working in, about or on the said equipment the Company does not assume the management or control thereof. At any time the Company's serviceman is servicing the equipment, the Company is asserting possession and control of the remainder of the equipment shall remain with the Purchaser. The Company shall not be responsible for any situation that may occur that cannot be revealed by the ordinary inspection methods offered with this service, such as checking the levelling of cars at landings, erratic operation of car and/or their locking devices, etc.

The Company shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, strikes, lockouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control. In no event shall Company be liable for consequential damages. No work, service or liability on the part of the Company other than that specifically mentioned herein is included or intended. Purchaser agrees that Company, in performing work under this Contract, shall be bestowing its skill and services necessary for the construction and for proper maintenance of the construction of the elevator(s) at the job site.

The Purchaser agrees to keep the elevator pit(s) and motor room(s) free from water and rubbish; to give the Company written notice within twenty-four hours of any accident, alteration or change affecting the equipment, and of any change of ownership; to discontinue immediately the equipment from service when it becomes unsafe or operates in a manner which might cause injury to a user thereof; and to maintain surveillance of the equipment for such purposes.

In the event of any default by Purchaser, Purchaser agrees to pay reasonable attorney fees and/or court costs incurred by Company in connection with any legal services rendered for the purpose of preserving or enforcing its rights under this contract.

Authorized Customer:

Troy Witzansky
Representative Sapulpa Public Schools

Company:

Steven Schmidt
President American Elevator