

Signature

Contract



Signature Service

ACCOUNT NAME & ADDRESS

Stillwater Public Schools
5005 N Perkins Road
Stillwater, OK 74075

CUSTOMER NAME & CONTACT INFO

Rob Lamecker
(405) 533-6340
rlamecker@stillwaterschools.com

CONTRACT SUMMARY



MAINTENANCE

Overview of your preventative maintenance plan and which parts are included



RELIABILITY & RESPONSIVENESS

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us



SAFETY & ENVIRONMENT

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



SCHEDULE & CLARIFICATIONS

Terms and conditions about our regular working hours, insurance coverage and legal requirements



PAYMENT & ACCEPTANCE

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price : \$2,990.00 per month, payable monthly in advance
Duration : one (1) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Elevator Company
M:

803 S.E. 83RD
OKLAHOMA CITY, OK 73149
otis.com

For emergencies:
OTISLINE® Customer Care 800.233.6847





Otis Maintenance

5/27/2026

CUSTOMER NAME

Stillwater Public Schools
5005 N Perkins Road
Stillwater, OK 74075

OTIS ELEVATOR COMPANY

803 S.E. 83RD
OKLAHOMA CITY, OK 73149

PROJECT LOCATION

Stadium
1401 B Boomer Road
Stillwater, OK 74075

PROPOSAL NUMBER

QTE-002448321

Will Rogers Elementry
1211 N Washington
Stillwater, OK 74075

Westwood Elementary
502 Kings
Stillwater, OK 74075

Performing Arts Center
1224 N Husband
Stillwater, OK 74075

Middle School
5005 N Perkins Road
Stillwater, OK 74075

Fieldhouse
1211 N Boomer Road
Stillwater, OK 74075

Otis Elevator Company or "we" agree to furnish Otis Maintenance to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
4	Hydraulic	OTIS, Thyssen, Schindler	ONLY ELV, ELV 1, fieldhouse	UNIT-001276691, UNIT-001276690, UNIT-001276686, UNIT-001276687
2	Gearless Belted MRL	OTIS, Kone	ONLY ELV	UNIT-001276692, UNIT-001276695

OTIS MAINTENANCE



2 Other Independent back lift, Stage Lit UNIT-001276688, UNIT-001276689

CONTRACT PRICE

The contract gross price is two thousand nine hundred ninety dollars (\$2,990.00) per month, payable monthly in advance.

If you select a different payment frequency, please initial next to the discount to be applied to your contract price.

Billing Frequency	Discount	Initial to Accept
Quarterly	-1%	
Semi-annually	-3%	
Annually	-4%	

TERM & RENEWAL

The Commencement Date will be 7/1/2026. The initial term of this Contract will be for one (1) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive one (1) year terms unless terminated by either party by giving written notice to the other party at least 30 days, but no more than 60 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each month for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of \$5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	\$5.00	

OTIS MAINTENANCE

AUTOPAY

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price is subject to increase in response to increases to operational, administrative, labor, and other industry related economic factors. For instance, you agree that the Contract Price may be increased to account for labor rate plus fringe benefit increases under the International Union of Elevator Contractors as well as other economic factors beyond Otis' reasonable control including increases to commodity, fuel, tariff, shipping or transportation, waste disposal, environmental requirements, cost of other materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.



In addition, we will replace wire ropes or coated steel belts as often as in our discretion deemed necessary to maintain an appropriate factor of safety. As conditions, usage, or the ASME A17.1 Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring. No service other than that specifically stated as covered is included or intended.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMSTM program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TEST – OTHER



We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

REQUIRED RESPONSE TIMES

We will, after a call for service is received by our dispatching center, have an examiner on your premises on average within the times set forth below. For the purposes of this provision, such averages will be calculated annually on an aggregate basis for all Units for all such calls received during the 12-month period between any two consecutive anniversary dates of the contract.

The average response time during our regular business hours will be:

For normal service calls - 4 hours.

For emergency service calls - 2 hours.

The average response time outside of our regular business hours will be:

For normal service calls - 4 hours

For emergency service calls - 2 hours.

If during any such 12-month period the average response time exceeds that set forth above, as your exclusive remedy you may request that we credit you in the month following such 12-month period an



amount of \$200.00 per gearless elevator Unit, \$200.00 per escalator Unit, \$200.00 per geared elevator Unit, and \$200.00 per hydraulic elevator Unit.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 7:00 AM– 5:00 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict: The Proposal submitted by Otis Elevator Company, including "Amendment A – RFQ Compliance and Pricing," is hereby incorporated by reference and made part of this Agreement.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to continue supporting, patching, or upgrading software and any associated hardware where the

original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things equipment more than fifteen (15) years and one calendar day from the original installation date; (ix) to repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, rust, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via



onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT (“LOTO”)

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an “outside employer”) and its customer (an “on-site employer”) must inform each other of their respective lock out/tag out (“LOTO”) procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on “Tools & Resources” on the home page, selecting “Lockout Tagout Policy” under the “Safety Information” column and downloading the “Lockout Tagout Policy Otis 6.0” and “Mechanical Energy Policy Otis 7.0,” or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel



who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional



first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half



percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TERMINATION FOR BREACH BY US

You may by written notice to Otis, terminate the Contract if Otis materially fails to perform any of our substantive obligations under the Contract, and does not cure such failure within thirty (30) days after receipt of such written notice from you specifying in detail such failure. In the event of a material uncured breach of our obligations hereunder, your remedy will be limited to the amount of payments actually made in accordance with this Contract during the twelve (12) months prior to such breach.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES



Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT



This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.



SUBMITTED BY: ZACHARY LARKIN
TITLE: Sr Associate, Sales Generalist
E-MAIL: zachary.larkin@otis.com

Accepted in Duplicate

Stillwater Public Schools

Otis Elevator Company

OTIS MAINTENANCE

Date: _____

Date: 09-Jun-2026

Signed: _____

Signed:
Signed by:
Jordan Ferguson
859AED03EA86489...

Print Name: _____

Print Name: Jordan Ferguson

Title: _____

Title: General Manager

Email: _____

Email: Jordan.ferguson1@otis.com

Company Name: Stillwater Public Schools

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____



OTIS MAINTENANCE

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: Stillwater Public Schools	Name: Rob Lamecker
Address:	Phone Number: 405-533-6340
Address 2:	Email: rlamecker@stillwaterschools.com
City:	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code:	

TAX STATUS

Are you tax exempt? (Check one)

Yes No

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If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes No

--	--

If yes to above, please provide contact for PO renewal:

Name: _____

Phone: _____

Email Address: _____

Purchase Order Expiration Date: _____

Purchase Order Number: _____

	Monthly	Quarterly	Annual
Purchase Order Renewal Frequency (Check one)			



NON-CONTRACTUAL SERVICES

Yes No

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

--	--

If providing a blanket PO, please provide PO# and value:

PO# Value

--	--

WORK ORDER MANAGEMENT

Yes No

Do you require enrollment in a workorder management system?

--	--

Please provide system name:

CERTIFICATE OF INSURANCE

Yes No

Do you require a certificate of insurance?

--	--

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name:

Certificate Holder Address:

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

Yes No

Do you require upload of your certificate to a third party site?

--	--

If yes, please provide site name:

1.1 Comprehensive Maintenance

Obsolete: In accordance with RFQ No. 2026-215 requirements, the following components have been identified as potentially obsolete or no longer supported by original equipment manufacturers.

- Many of the existing door operators and components in your Otis units are no longer in production and are considered obsolete.
- Due to the age of the equipment, we generally consider components over 20 years old to be at high risk for obsolescence or already discontinued.
- Identifying every obsolete or soon-to-be-obsolete component requires a detailed engineering-level assessment rather than a standard field walkthrough.
- At this time, we are excluding major scope items such as jack replacement and packing replacement from this evaluation.
- That said, our approach is to:
- Replace all components that are still actively supported and available through certified Otis vendors as needed.
- Proactively minimize downtime risk by addressing known failure points within the system.
- To fully meet your request for a comprehensive, itemized obsolete parts analysis and associated budgeting, we would work on creating a capital planner for you. This process includes:
 - A detailed equipment audit
 - Identification of obsolete and end-of-life components
 - Prioritized recommendations
 - A multi-year capital expenditure roadmap
 - Because of the level of detail involved, this process requires additional time and coordination, but it will provide the most accurate and actionable information for planning and budgeting purposes

1.2 Mandatory Safety Testing

Otis agrees to bear the cost of safety testing that includes (Category 1, 3, and 5 load/safety tests) for the duration of the agreement.

2.1 Response time Requirements

Otis currently maintains a strong local presence in Stillwater, including dedicated service personnel supporting Oklahoma State University. This allows quicker response time city to ensure consistent compliance.

Otis agrees to comply with the Service Level Agreement requirements outlined in the RFQ.

Passenger Entrapment: Technician on-site within 120 minutes, 24/7/365

Critical Equipment Failure: Technician on-site within 4 hours

\$200 per hour penalties for failure to meet response time requirements

2.2 Labor & Travel Pricing Rules

- **Trip Charge/Zone Fee:** The charge will be \$185 for any billable service calls outside of the monthly contract scope
- **Hourly Travel Prohibited:** We agree to these terms
- **Overtime Definition:** We agree to these terms

3.0 Term & Termination

The initial term of this agreement shall be for one (1) year, commencing on July 1, 2026, with the option to renew for four (4) additional one-year terms upon mutual written agreement.

4.0 Compliance & Licensing

We agree to adhere

5.0 Required Quote Contents

- Middle School - \$450.00/Month
- Fieldhouse - \$450.00/month
- Performing Arts Center(Back Lift) - \$90.00/month
- Performing Arts Center (Stage Lift) - \$90.00/month
- Performing Arts Center(Only ELV) - \$450.00/month
- Stadium - \$460.00/month
- Will Rogers Elementary - \$550.00/month
- Westwood Elementary - \$450.00/month

- Standard Billing - \$375.00/hr
- Overtime(Nights/weekends/holidays) - \$600.00/hr
- Trip Charge - \$185
- Mark-up on parts: 28%
- Listed in Otis contract
- References:

- o **Broken Arrow Public Schools:** 1500 E Joliet St, Broken arrow, OK 74012
- o Marilyn Salley – Director Secretary for Maintenance – msalley@baschools.org 918-259-4530
- o **Oklahoma State University:** Stillwater, OK
- o Jeff Sweeden – Director of Facilities Management – 405-744-7162 jeff.sweeden@okstate.edu
- o **Norman Regional Health plex:** 3300 Health plex Parkway, Norman, OK 73072
- o Ron Cates – 405-307-1469 – rcates@nrh-ok.com

The undersigned has been granted specific authority only to sign this contract pursuant to the OTIS acknowledgement dated June 9th 2026 attached hereto and made part hereof.

Contractor:

Subcontractor:

Initial
JE

Stillwater Public Schools

Otis Elevator Company

Date

09-Jun-2026

Date

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Contractor:

Subcontractor:

Stillwater Public Schools

Otis Elevator Company

Date

Date

