



PARAMOUNT ELEVATOR CORPORATION

415 PENDLETON WAY, OAKLAND, CA 94621
PHONE (510) 864-1025 FAX (510) 864-1048
LICENSE #494395

July 13, 2018

To: American Indian Model Schools
171 12th Street
Oakland, CA 94607

Paramount Elevator Corporation will service the following equipment:

One Smartrise Hydraulic Passenger Elevator

Located at: **171 12th Street, Oakland**

1. This service shall consist of comprehensive and routine EXAMINATION, LUBRICATION, CLEANING and ADJUSTMENTS of the elevator machinery by professional technicians, trained and qualified to provide this service. Included are the power unit, electrical controls, door operator, guiding system and safety devices. The Company will also service the following accessory equipment:

"Indicator Lights"

2. Excluded from this agreement are the following items:
 - a. Swing type hoistway doors and their equipment.
 - b. Repairs of any type, including parts and labor.
 - c. Hidden components such as, but not limited to, wiring in raceways or conduit, underground pipes and tubing.
3. Emergency call back service and repair are available at all times and will be provided upon request, and billed at our prevailing rates for preferred customers.
4. This service will commence (please fill in ...)_____ to be performed periodically not less than monthly and will continue until terminated. Either party may terminate by giving the other party thirty days prior written notice.
5. *The price is **One Hundred and Fifty** dollars per month per elevator (**\$150.00/mo.**). Payable in advance on a quarterly basis (**\$450.00/qtr.**). This price shall be adjusted annually by the percentage of increase or decrease in the hourly wage rate of elevator examiners as compared with the rate on the date of this agreement.*

6. The Company shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, strikes, lockouts, fire, floods, acts of civil or military authorities, or because of insurrection or riot, or by any other cause which is unavoidable or beyond its control. In no event shall the Company be liable for consequential damages.

The Purchaser agrees to give the Company written notice within twenty-four hours of any accident, alteration or change affecting the equipment; to discontinue operation and deactivate the equipment when it appears to be unsafe or operates in a manner which might cause injury; and to maintain surveillance of the equipment for such purposes.

The Company assumes no liability for accidents to persons or property except those directly and solely due to negligent acts of the Company or its employees. The Purchaser's own responsibility for accidents to persons or property while riding on or being on or about this equipment is not affected by this agreement. It is agreed that when not working on this equipment, the Company does not assume its control. At any time the Company is working on the equipment, it is asserting control only over that specific component being worked on at that moment, 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 examination methods offered with this agreement. No work, service or liability on the part of the Company other than that specifically mentioned here is intended or implied.

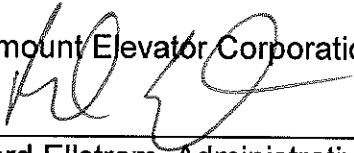
Accounts are subject to a 1½ percent per month delinquency penalty (18% annual rate) if not paid within thirty days of invoice date.

In the event of disputes involving litigation, both parties agree that each party will pay its own attorney's fees incurred.

THIS AGREEMENT SHALL BECOME A VALID CONTRACT WHEN ACCEPTED BY THE PURCHASER AND APPROVED BY AN OFFICER OF THE COMPANY. NO EMPLOYEE OR AGENT SHALL HAVE THE AUTHORITY TO WAIVE ANY CLAUSE OR CONDITION OF THIS AGREEMENT.

ACCEPTED

Paramount Elevator Corporation


Richard Ellstrom, Administrative

(Legal name of Purchaser)

APPROVED

(Signature)

David French, Vice President

(Title)

(Date)

----- CONTACT INFORMATION -----

Email: _____ Phone: () _____

Cell: () _____ Fax: () _____

On-Site Manager: _____ Phone: () _____