



Date: February 10, 2017

Estimate: 64952      Serial No: TBD

Account No: 4044-Prospect

Marriot Cabana Beach Club

619 Ponte Vedra Blvd

Ponte Vedra Beach, FL 32082

Mike Windham

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Terry D. O'Dell Jr.

Business Development Manager

Oracle Elevator Company

3491 Pall Mall Drive, Suite 110

Jacksonville, Florida 32257

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Fax: 407) 852-1357

E-mail: [terry.odell@OracleElevator.com](mailto:terry.odell@OracleElevator.com)

**Oracle Elevator Company** will provide the necessary labor and materials for the following work to be completed:

- Furnish and Install (1) Savaria Vertical Platform Lift on exterior of building.
- Drawings and specifications are attached.
- Permits, taxes, and inspection included in pricing.

**Contract Price: \$54,495.00**

**FIFTY FOUR THOUSAND FOUR HUNDRED NINETY FIVE AND 00/100 DOLLARS)**

## **PAYMENT SCHEDULE**

1. 50% Due upon Acceptance
2. 50% Due upon Completion

## **TAXES, PERMITS, TESTING, AND FEES**

We included taxes where applicable, permits, testing requirements and testing fees.

## **WORKING HOURS**

All work is based on the normal working hours of the elevator trade and no overtime hours are considered.

## **ACCEPTANCE**

A returned copy of the proposal, properly signed and dated and approved by Oracle Elevator shall constitute the contract between us and will be our authorization to order materials and schedule the work.



## CONTACT

Please direct any questions or areas of concern to the undersigned.

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It is understood that Oracle Elevator (the "Company") will arrange to install the material necessary to complete your job and shall be upon you or your authorized representative signing the final acceptance that the installation is satisfactory and complete. You agree to pay the Company the amount specified above which will cover the costs of labor and materials. Should it become necessary to collect any of the money due us under this agreement with you, through an attorney, then you shall pay all cost of collections, including a reasonable attorney's fee. Any changes made by you in the above specifications necessitating additional labor or materials shall not be included or covered by this proposal, but shall be provided for in a separate and additional signed agreement by both parties. There shall be no liability for delays due to causes beyond our control. Accounts in arrears thirty (30) days will be assessed a monthly service charge of 1.5% This proposal and payment agreement shall be the whole agreement between the parties and shall not be altered except by written agreement. In consideration of the performance of the services and the furnishing of the materials, it is expressly understood that the Company assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system which is the subject of this Agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of the Company, its employees or officers. You agree to indemnify, defend, and hold harmless the Company, its officers, agents and employees from and against any and all claims, demand, suits and proceedings brought against the Company or its officers, directors, or employees of any nature whatsoever, including but not limited to claims and lawsuits for losses of any kind, property damage, personal injury or death that are alleged to have arisen from or alleged to be connected with the presence, use misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement, specifically including claims or losses alleged or proved to have arisen from the partial or sole negligence of the Company or its officers, directors, or employees. You expressly agree to name Oracle Elevator as an additional named insured on your liability insurance policies. It is understood that the elevator, at all times, is owned by you and that you are solely responsible for its safe operation.

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Proposed by:

X \_\_\_\_\_  
(Signature)

Terry D. O'Dell Jr.  
Business Development Manager  
Oracle Elevator Company

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

Accepted by: Marriot Cabana Beach Club

X \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

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