



Florida Lifts LLC
P.O. Box 740708
Boynton Beach, FL. 33474-0708

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PURCHASE CONTRACT

FLA23-

This contract dated as of _____ is entered into between Florida Lifts LLC, a Florida Limited Liability Company of 1914 Corporate Drive, Boynton Beach, FL 33426 (hereinafter known as “Elevator Contractor”), and **Maximized Living Health Centers, LLC** whose principal address is **4700 Millenia Blvd, Suite 220, Orlando, Florida 32839** (hereinafter known as “Customer”), and shall become effective when signed by both parties and upon receipt of the first payment by Elevator Contractor. This quote is good for a period of 90 days.

Work to be sold:

Elevator Contractor agrees to provide and install one **LU/LA Elevator** (the “Work”) per the scope of work and specifications attached hereto as Exhibit A. Lift to be installed in shaft provided by others.

1. Purchase Price and Payment Terms:

The Customer shall pay to Elevator Contractor for the Work specified in paragraph one of this contract the sum of **Ninety-Eight Thousand Dollars (\$98,000.00)**, plus the cost of any Customer Selected Options, the “Purchase Price”, in accordance with the following schedule:

- **\$58,800.00**, Plus the cost of any Customer Selected Options, (“First Payment”) shall be due upon contract signing. The first payment shall be considered a non-refundable deposit which shall become the property of Elevator Contractor should this contract be cancelled by the Customer at any time or should the Customer be in default of this Contract. If the Elevator Contractor’s reasonable and fully documented costs and expenses incurred in connection with this Contract exceed the non-refundable deposit amount, the Customer agrees to reimburse the Elevator Contractor for the excess.
- **\$29,400.00**, payment (“Second Payment”) of the Purchase Price shall be due upon delivery of the Work to the Customer’s job location and prior to the commencement of installation.
- **\$9,800.00**, payment (“Third Payment”) of the Purchase Price shall be paid to Elevator Contractor when the installations of the Work are substantially complete and prior to turnover to customer.

Customer agrees to permit Elevator Contractor to commence installation within one week of Elevator Contractor’s receipt of equipment from the factory. If the installation is delayed, halted or interrupted for any other reason beyond the control of Elevator Contractor, (including but not limited to Customer not having permanent power at the installation site) the balance due, less the sum of one thousand dollars, is to be paid to Elevator Contractor at that time. The balance of one thousand dollars shall be paid by Customer to Elevator Contractor within 10 days of completion of installation. In the event the Customer fails to; (a) submit approved drawings for production of the Equipment (b) permit the Elevator Contractor to commence installation following receipt of equipment, (c) fails to or ensure work by others is completed in a timely manner to enable the Elevator Contractor to complete its work, (d) fails to make any payment when due, the Elevator Contractor shall be permitted to cease work and cancel the contract without further obligation or penalty.

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All payments are to be made payable to Florida Lifts LLC and sent to:

Florida Lifts LLC
P.O. Box 740708
Boynton Beach, FL. 33474-0708

Customer agrees to pay late fees at a rate of 1% per month on all amounts past due.

2. **Changes:**

All changes to the Work, or to the Scope of Work shown in Exhibit A, must be agreed to in writing by the Elevator Contractor and Customer in order to be binding and an agreed upon Purchase Price adjustment made as applicable. Payment for any change order shall be invoiced and due upon approval of the Change.

3. **Customer Default:**

Customer acknowledges that this equipment is custom made for this particular installation. If Customer fails or refuses to make payment of the amount due at any time, Customer shall be deemed to be in default of this contract. Elevator Contractor shall be entitled to all remedies provided under the laws of the state of Florida through its adaptation of the Uniform Commercial Code, or otherwise, including but not limited to specific performance.

In the event it becomes necessary for Elevator Contractor to retain legal counsel, or undertake litigation, or to otherwise protect Elevator Contractor's rights under this contract, or to defend Elevator Contractor against claims which are Customer's responsibility, Customer shall pay reasonable attorney's fees and related costs whether or not such litigation proceeds to final judgment.

4. **Risk of Loss and Title to Work:**

Elevator Contractor shall bear all risk of loss and damage to the Work due to fire, windstorm, accident, theft vandalism etc., prior to the delivery of Work to the Customer's job site. Customer shall bear all risk of loss and damage to the Work thereafter.

5. **Delay in Delivery:**

It is intended that delivery and installation take place within twelve to fourteen weeks after the date approval of shop drawings and placement of order with the factory following receipt of the Deposit. Since the lift is custom made, a backlog at the factory, among other factors including but not limited to permits, inspections, site conditions, and weather, may cause delays in completion the Elevator Contractor assumes no responsibility for delays nor for failure to deliver Work to Customer on a particular date.

6. **Applicable Law:**

This contract shall be governed in accordance with the laws of the State of Florida

7. **Assignment:**

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Customer Initial _____

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This contract shall be freely assignable by the Elevator Contractor.

8. Manufacturer’s Warranty

The Goods include the manufacturer’s standard limited parts warranty to replace defective parts covered under such warranty exclusive of labor. Labor is warranted by the Elevator Contractor for 90 days following installation. The manufacturer’s parts warranty may require that the Goods be maintained throughout the warranty period by an authorized manufacturer’s representative under a separate maintenance contract. Any warranty is conditioned on written notice to the Elevator Contractor within warranty period and contingent upon receipt of final payment to Elevator Contractor.

9. Permitting

Elevator Contractor will use its customary and normal efforts to obtain the required State of Florida Elevator Installation Permit and approvals as required by Chapter 399 of Florida Statutes for the Elevator Company Scope of Work shown in Exhibit A but in no way shall be liable for delays or denial of such permits or for the permits required for Work by Others.

Elevator Contractor
Florida Lifts LLC

Customer

By _____

By _____

Date _____

Date _____

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Exhibit A

Scope of Work

The Elevator Contractor hereby agrees to provide all labor and material as necessary to install one new and fully operational LU/LA Elevator lift at the following job location:

Job Name: **MAXLIVING HEADQUARTERS
6404 OLD WINTER GARDEN ROAD
ORLANDO, FLORIDA 32835**

Contact: **Nelson Irene**
Phone: **407.849.0025**
E-Mail: **nelson.irene@maxliving.com**

The elevator specifications are as follows:

1. Lift: Savaria Orion Elevator 1400 lb Capacity
2. Stops: 2
3. Hall Call Option: Keyless
4. Pit Depth: 14"
5. Total Travel: ~176" (to be verified prior to production)
6. Clear Overhead Required: 134" for "new construction" ; 120" for "existing construction"
7. Power: 208V – 3 Phase 60 HZ
8. Cab Configuration: Type 3(on / off **Adjacent** sides)
9. Cab Size: **51"x51"**
10. Cab Height: 85 3/8"
11. Steel Wall Panel Color: Architectural White
12. Brushed #4 SS Cab Options: Optional
13. PLAM Interior Panels: Optional
14. Fixtures: Stainless Steel Car Operating Panel (COP), handrails, and stainless colored light fixtures
15. Floor Recess Thickness: 5/8"
16. Push Button Markings: 1,2
17. Telephone: Hands Free phone in COP (dedicated phone line -- provided by others)
18. Cab Gates/Doors: Two Speed Horizontal Sliding Cab Door (w/light curtain sensor) (2 ea) (Architectural White)
19. Landing Doors: Two-Speed Sliding Door (2 ea) (Primer Grey)
20. Hoistway Finish: Concrete
21. Landing Door Locations: Level 1:A/RH, Level 2:A/RH
22. Keyed Hoistway Access: **Yes - required**
23. Machine Room Location: **TBD (adjacent to shaftway on level one)**
24. Hose & Safety Valves: No
25. Fasteners for Rail Brackets: Concrete Anchors

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- 26. Main Egress Floor: Level 1
- 27. Split Cylinder: No
- 28. Rail Sections: 16 Feet
- 29. Fireman Service: Yes, Phase I
- 30. Elevator Corridor Signage: "In Case of Fire Do Not Use Lift" (COP and hall requirements)
- 31. A17.1 2019 Code Upgrades: **Included**
- 32. Overspeed Devices: Yes, Overspeed Valve
- 33. Buffer Springs: No
- 34. Installation Tools: None
- 35. Conductor Cable: None
- 36. International Packaging: No

Customer Options:

None requested:

Inquire for more options

****Customer Selected Options to be Included in First Payment****

*****If Customer Selected Option is Not Selected Prior to Production, Aftermarket Pricing Shall Apply*****

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Work by Others:

Hoistway and Pit:

1. Construction of hoistway and pit in accordance with National US/ASME applicable code, all state and local codes.
2. Due to close running clearances, Customer must ensure hoistway and pit are plumb, level and square and is in accordance with dimensions on specified in the shop drawings including pit depth and the minimum overhead clearance.
3. Installation of sleeves for oil and electrical line from machine room to hoistway as required.
4. Machine room doors and hardware are to be supplied and installed by others. Finish work around doors to be done by others.

Electrical:

1. Customer is to provide 208Volt Three -Phase power supply with fused lockable disconnect (with auxiliary contact) on a dedicated circuit and a 110 volt power supply with a fused lockable disconnect on a dedicated circuit in the machine room
2. Phone line to be provided in machine room location.

Machine Rooms and Doors:

1. Construction of Machine Room in accordance with National US/ASME applicable code, all state and local codes.
2. Machine room is to be located as close as possible to hoistway and have a light and GFI receptacle.
3. Customer to provide separate, dedicated phone line.
4. Painting and finishing of all Landing and Cab doors if stainless steel option is not selected.

Structural:

1. Structural engineer to ensure that building and shaft will support all loads imposed by the lift equipment.

In the event of any conflict between these specifications and the shop drawings, the shop drawings shall prevail.

Customer Requested Installation Date: _____