



INSTALLATION AGREEMENT

Garaventa Lift Florida LLC
P.O. Box 740707
Boynton Beach, FL. 33474-0708

GAV20-

Ph: 954-567-1252
Fax: 954-567-1178
info@garaventalift.com

Installation Agreement

This contract dated as of \_\_\_\_\_ is entered into between Garaventa Lift Florida LLC, a Florida Limited Liability Company of 1718 Corporate Drive, Boynton Beach, FL 33426 (hereinafter known as "Elevator Contractor"), and Luis Properties, LLC whose principal address is 3191 Grand Avenue, #1410 Miami, FL 33133 (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 vertical platform lift (the "Work") per the scope of work and specifications attached hereto as Exhibit A. Lift to be installed in shaft provided by others.

I. 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 Twenty-Nine Thousand Nine Hundred Dollars (\$29,900.00 ), plus the cost of any Customer Selected Options, the "Purchase Price", in accordance with the following schedule:

- \$17,900.00, 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, and, 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.
• \$9,000.00, payment ("Second Payment") of the Purchase Price shall be due upon delivery of the Goods to the Customer's job location and prior to the commencement of installation.
• \$3,000.00, payment ("Third Payment") of the Purchase Price shall be paid to Elevator Contractor when the installations of the Goods 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 Garaventa Lift Florida, LLC and sent to:

- i. Garaventa Lift Florida, LLC
- ii. P.O. Box 740707
- iii. Boynton Beach, FL. 33474-0708

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

### II. 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.

### III. 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.

### IV. Risk of Loss and Title to Work:

Elevator Contractor shall bear all risk of loss and damage to the Work including but not limited 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.

### V. Delay in Delivery:

It is intended that delivery and installation take place within eight to ten 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.

### VI. Applicable Law:

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



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**VII. Assignment:**

This contract shall be freely assignable by the Elevator Contractor.

**VIII. 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.

**IX. 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

Customer

Garaventa Lift Florida, LLC

\_\_\_\_\_

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 vertical platform lift at the following job location:

Job Name: **119 Grand Avenue Change of Use Lift  
119 Grand Avenue  
Coral Gables, FL 33133**

Contact: **Mike Luis**  
Phone: **305-216-5612**  
E-Mail: **mike@luiscompanies.com**

The vertical platform lift specifications are as follows and assumes no fire rated walls will be penetrated:

1. Type: **Garaventa Genesis Enclosure Model** not to exceed **120"** vertical travel with aluminum enclosure inserts
2. Project Type: **Commercial**
3. Power Supply: 110 VAC 60 hz up and 12 VAC down operation
4. Battery Backup: **Included** in down direction
5. Number of Stops: 2-Stop
6. Outdoor Options: **Included**
7. Pit Required: **No Pit**
  1. Floor to Floor Travel: **120"** (**True Travel 117"**)
  2. Ramp: **Permanent 12:1 Ramp Included**
  3. Underpan Sensor: Not Required
  4. Cab Type Selection and Handing: Type **1L** (on/off **same side**)
  5. Landing Door Locations/Swing: Lower Level: **LH**; Upper Level: **LH**
  6. Cab Size: Standard Size 36" x 54"
  7. Car Station: Keyless
  8. Lower Landing Entrance: 80" High low-profile aluminum door with plexi-glass inserts, auto-door opener, and WR-500 lock
  9. Upper Landing Entrance Options: **42"** High low-profile aluminum door with **metal** inserts, auto-gate opener, and WR-500 lock
  10. Hall Call Stations: 2 ea. Keyless – Call/Send
    - a. Bottom Landing: **Surface Mounted Remote** Upper Landing: **Surface Mounted Remote**
  11. Telephone: **Included**
  12. Roof: **Included**
  13. Color: Standard Beige
  14. Touch up Paint: Yes
  15. Misc: **Half-Height Gate at Upper Landing for Ventilation Purposes**



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**Customer Selected Options:**

*(Inquire for more options)*

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

In the event of a conflict between the approved drawings and these specifications, the approved drawings shall take precedence.



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### Work by Others:

#### **Provision of at Slab, Pit and Landings:**

Provide a **legal, level, cement slab** at the lowest landing to accommodate placement of the Lift and enclosure in accordance with any and all approved drawings, site plans, setbacks, building codes and regulations. Prior to installation of slab, review approval drawings and slab location to ensure Lift and enclosure will fit under any roof overhang or other obstruction. If obstruction exists do not proceed and notify Elevator Contractor immediately

If a pit is shown on the approval drawings then **the pit must be level, square and in strict accordance with the drawings** to accommodate placement of the Lift and enclosure within the pit. The edge(s) of the pit must align with all upper landings to ensure the Lift will sit flush against each landing.

#### **Landings:**

All landings must be level and clear to permit all doors to open fully 90 degrees as shown on the approval drawings without obstruction. All landing openings must be of sufficient height to accommodate the enclosure doors and any required door operators. All finish work at landing areas including but not limited to repair of upper railings, screen enclosures, patching and painting of areas outside the Lift, is to be done by others.

#### **Removal, Relocation or Repair of Landscaping, Utilities or Sprinklers:**

All removal, relocation, repair or installation of landscaping, pavers, walkways, handrails, utilities, sprinklers, gutters or drainage is excluded and is to be done by others.

#### **Electrical and Telephone:**

Provide electrical disconnect as shown on approved drawings at a location approved by the Elevator Contractor and in accordance with any local building requirements. If a phone is shown on the approved drawings then provision of a working analog phone line to the lift at the time of installation or inspection is the responsibility of the Customer. If a phone is not shown on the drawings but is subsequently requested or required by the Customer, or any regulatory authority, then provision of the phone and the analog phone line are the responsibility of the Customer.

#### **Additional:**

Cut out upper and lower landings for lift installation. Finish work at landings once lift and doors have been installed, as required. If any remote call stations are required, customer is to provide any openings, conduit, and or posts that may be required to install remote call stations.

**Customer Requested Installation Date:** \_\_\_\_\_