

These Maintenance and Service Terms and Conditions, together with the attached Maintenance Plan (collectively, the "Agreement") govern the provision of elevator maintenance services ("Maintenance Services") by Southeast Elevator ("we," "us" or "our") to the undersigned Customer ("you," "your") and shall become effective upon Customer's signature below ("Effective Date").

**Qualifying for Services.** To qualify for our Maintenance Services, your elevator equipment, as described in more detail in the Maintenance Plan (the "Equipment") must be in good, fully operational condition. To assess the condition of the Equipment, we may, within forty-five (45) days of the Effective Date, come on-site to conduct an initial inspection. We will provide you with a report summarizing the inspector's findings and our determination, made in our sole and absolute discretion, whether the Equipment is eligible for enrollment in the Maintenance Plan and, if not, what repairs may be necessary to sufficiently restore the Equipment to make it eligible. If repairs are not possible or you decline our Repair Services, then this Agreement is immediately terminated and we will refund to you any prepaid subscription fees less our then-prevailing standard fee for a service call.

**Exclusion from Services.** Maintenance Services do not include repair of damage, replacement of parts (collectively, "Repair Services"), or increase service time caused by misuse of the Equipment, neglect, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, natural disasters, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, alterations, maintenance or repair performed by a third party who is not our agent or contractor, or any other reason or cause beyond our control. In the event any component of the elevator system becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We are not obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

**Fees and Late Payment.** By signing below, you authorize us or our third-party payment processor to store your credit card information and charge the credit card on file for your account for the full amount of the applicable service fee, and you represent and warrant that you are authorized to use such credit card for the purpose of purchasing such service. If we do not receive payment from your credit card provider, you agree to pay all amounts due upon demand, and acknowledge that we may suspend your Maintenance Plan in the event such amounts are not timely paid. Any additional fees repairs, replacements, or services performed by us beyond the scope of the Maintenance Plan (or otherwise excluded hereunder) will be billed at the then prevailing rates (including overtime/holiday rates) for labor and prices for materials and may at our option be subject to a separate written agreement prior to us undertaking such work. All payments are due net 30 days from receipt of invoice. If you are late in making payment, without affecting our other rights, we may suspend performance or cancel your contract, and charge you a late-payment charge, from the due date until paid, at the rate of 1% per month or, if less, the maximum amount allowed by law. In the event a third party is retained to enforce, construe, or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. If payment is not remitted in a timely fashion, your Equipment may be subject to a service call and require re-inspection prior to reinstatement of Maintenance Plan.

**Scheduling:** We will work with you to schedule inspections and service appointments at a time that is mutually convenient during our normal operating hours, Monday-Friday between 8:30 a.m. and 5 p.m.

**Term:** The initial term of this Agreement is one year from the Effective Date ("Initial Term"). The Initial Term shall automatically renew for subsequent one-year terms (collectively, "Term") unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the Initial Term. Timely renewal payments guarantee no disruption in service.

**Termination.** We may terminate this Agreement at any time with thirty (30) days' notice. After the Initial term, you may terminate this Agreement at any time with thirty (30) days' notice. Either party may terminate this agreement upon a material breach by the other party of its obligations hereunder upon fourteen (14) calendar days prior written notice to the breaching party and the failure of the breaching party to cure the breach within such fourteen (14) day period. Notwithstanding any termination, you shall remain liable to us for any unpaid amounts for Services due under this Agreement; provided however, that in the event that you terminate this Agreement as a result of our material breach, we will refund you any prepaid fees for Services that have not been rendered.

**Acceptance.** You agree to accept our judgment as to the means and methods to be employed for any Repair Services under this Agreement. If our inspection of a piece of equipment serviced under this Agreement reveals an operational problem which, in our sole discretion, jeopardizes safety, we may shut down the Equipment until such time as the operational problem is resolved. We will immediately notify you of such action, the reason for such action, and whether the proposed solution is covered by the terms of this Agreement. We will require your advance, written consent before incurring any additional costs for repair or replacement of parts beyond the scope of the Maintenance Plan.

**Customer Obligations:** You shall cooperate with us in our performance of the Services and provide safe access your premises and the Equipment as reasonably required to provide the Services. You represent and warrant that you will ensure that the Equipment is in compliance with applicable law, code, ordinance, and regulations at all times.

**Limited Warranty.** We warrant that the Services we provide to you will be in accordance with the generally accepted standards prevailing in the industry. ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE EQUIPMENT PERFORMED BY ANY PERSON OR ENTITY OTHER THAN US WITHOUT OUR PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS WE HAVE NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THESE SERVICES AND RESULT IN TERMINATION OF YOUR MAINTENANCE PLAN. WE DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

**Limitation of Liability.** IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO US PURSUANT TO THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**Indemnification.** You shall indemnify, defend, and hold us, our officers, agents and employees ("Indemnified Parties") harmless against all claims, suits, demands, and actions brought against Indemnified Parties and for all damages, losses, costs, and liabilities (including reasonable attorney and professional fees) that allege that the Equipment or our Services have caused injury (including death) or physical damage to tangible property except to the extent such claims are determined to be caused by or resulting from our gross negligence or willful misconduct.

**Assignment.** In the event of the sale, lease or other transfer of the residence containing the elevator(s) or equipment described herein, you agree to see that successor is made aware of this Agreement and that the successor assumes and agrees to be bound by the terms hereof for the balance of the Agreement. We may assign the Agreement and any of our rights and obligations hereunder to any other individual or entity at our discretion.

**Governing Law and Jurisdiction.** This Agreement is governed by and interpreted in accordance with the last of the State of Florida, without regard to its conflicts of laws provisions or rules. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration conducted in Fort Pierce, Florida, by a single arbitrator and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF RELATING TO THIS AGREEMENT.

**General.** No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party. Each provision of this Agreement is severable from the entire Agreement, and in the event that any provision is declared invalid or unenforceable, that provision shall be amended, if possible, to be enforceable, but in any event, the remaining provisions hereof shall remain in effect. No waiver by either party of any default shall operate as a waiver of any other default or of a similar default on a future occasion. No waiver of any term or condition shall be effective unless in writing and signed by the party against whom enforcement of the waiver is sought. A mere delay by us in exercising its rights under this Agreement does not constitute a waiver of such rights. This Agreement constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.