



Noble Elevator Company Inc.

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INSTALLATION • REPAIR • MAINTENANCE • MODERNIZATION

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JANUARY 6, 2023
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LEVITTOWN, NY 11756

LUBRICATION MAINTENANCE AGREEMENT

NOBLE ELEVATOR COMPANY INC. (HEREIN CALLED THE COMPANY) WILL FURNISH MAINTENANCE AND SERVICE ON THE FOLLOWING: (2) BOOK LIFT DUMBWAITERS AT THE ABOVE LOCATION.

THIS AGREEMENT COVERS ONE ANNUAL ROUTINE VISITS PER YEAR OF SAID EQUIPMENT. IT ENCOMPASSES CLEANING, LUBRICATING, AND MAKING OF MINOR ADJUSTMENT AT THE TIME OF THE ROUTINE VISITS. THE COMPANY SHALL ALSO CHECK THE FOLLOWING, CAR AND HATCH DOOR CONTACTS, SAFETY CIRCUITS AND RELATED EQUIPMENT. WE WILL SUPPLY LUBRICANTS AND CLEANING MATERIALS, EXCLUDING THE REPLACEMENT OF HYDRAULIC FLUID. THE COMPANY SHALL NOTIFY THE OWNER OF ANY FAULTY OR UNSAFE EQUIPMENT THAT IS REQUIRED TO BE REPLACED AT THE CONTRACT OWNER'S EXPENSE.

UPON REQUEST THE COMPANY SHALL PROVIDE CALL BACK SERVICE FROM 8AM-4PM MONDAY – FRIDAY AT THE STANDARD SERVICE CALL RATE. TWENTY- FOUR (24) HOUR EMERGENCY SERVICE IS AVAILABLE UPON REQUEST AFTER STANDARD WORKING HOURS, WEEKENDS AND HOLIDAYS AT AN ADDITIONAL CHARGE. THE ADDITIONAL CHARGE WILL BE AT THE OVERTIME HOURLY BILLING RATE (PREMIUM TIME INCLUDES ONE AND ONE HALF THE RATE OF THE PAY, PLUS TRAVEL TIME TO AND FROM THE SITE)

THE COMPANY SHALL PROVIDE WORKMAN'S COMPENSATION AND DISABILITY PROVIDED BY THE STATE INSURANCE FUND. WE ARE FULLY LICENSED BY THE DEPARTMENT OF BUILDINGS AND CARRY 2,000,000.00 DOLLARS IN AGGREGATED LIABILITY COVERAGE.

IT IS AGREED THAT THE COMPANY DOES NOT ASSUME POSSESSION OR CONTROL OF ANY PART OF THE EQUIPMENT, WHICH REMAINS EXCLUSIVELY THE OWNER OR LESSEE THEREOF. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR DELAY. NOR SHALL, DUE TO ANY CAUSE BEYOND OUR REASONABLE CONTROL INCLUDING, BUT LIMITED TO, ACTS OF GOVERNMENT, STRIKES, LOCKOUT, FIRE, EXPLOSION, THEFT, WATER, RIOT, CIVIL COMMOTION, WAR, MALICIOUS MISCHIEF, ACTS OF GOD, OR NON-OPERATING EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE USE OR OPERATION OF THE ELEVATOR OR EQUIPMENT BY THE USER OR ANY OTHER PERSONS. THE COMPANY WILL NOT BE REQUIRED TO REPAIR OR REPLACE EQUIPMENT, EXCEPT FOR NORMAL WEAR AND TEAR

ALL INSPECTIONS AND TESTS AS RECOMMENDED OR REQUIRED BY CASUALTY COMPANIES, GOVERNMENTS, TOWNS, OR MUNICIPAL AUTHORITIES WILL BE BILLED SEPARATELY.

THE OWNER AGREES TO IMMEDIATELY NOTIFY THE COMPANY OF ANY CHANGE OF OWNERSHIP OR AGENT, ACCIDENT, ALTERATION, OR CHANGE, WHICH MAY AFFECT THE OPERATION OF THE EQUIPMENT. THE OWNER ALSO AGREES TO MAINTAIN SURVEILLANCE OF SAID EQUIPMENT AND TO DISCONTINUE USE OF THE ELEVATOR EQUIPMENT WHEN, IN THE OPINION OF THE OWNER OR AGENT, THE EQUIPMENT BECOMES UNSAFE OR OPERATES IN A MANNER WHICH MAY CAUSE INJURY TO A USER THEREOF. ALL NOTIFICATIONS, ABOVE MENTIONED, SHALL BE IN WRITING. FURTHER, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND TO SAVE THEM HARMLESS IN THE EVENT OF THEIR FAILURE TO DO SO.

“SERVING NEW YORK SINCE 1992”

TERMS OF THIS CONTRACT SHALL BE **THREE YEARS**. THE CONTRACT SHALL BEGIN ON FEBRUARY 1, 2023 AND WILL CONTINUE THEREAFTER UNTIL TERMINATED AS PROVIDED HEREIN. IT IS UNDERSTOOD AND AGREED THAT THE COMPANY RESERVES THE RIGHT TO CANCEL THIS AGREEMENT AT WILL IF PAYMENTS ARE NOT RECEIVED AS SPECIFIED. IF COLLECTION IS REQUIRED BY AN OUTSIDE AGENT, ALL FEES WILL BE PAID BY THE OWNER OF THIS CONTRACT, THE COMPANY SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS DURING THE PERIOD OF DEFAULT.

ANY TAX IMPOSED ON YOU OR ANY EXISTING OR FUTURE LAW, UNDER ANY STATUTE OR COURT DECISION, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACT OWNER.

THE COMPANY SHALL HAVE THE RIGHT TO ADJUST THE PRICE ANNUALLY AND SUCH ADJUSTED PRICE SHALL BECOME EFFECTIVE AS OF EACH ANNIVERSARY DATE OF THE AGREEMENT, BASED ON THE PERCENTAGE OF CHANGE IN THE STRAIGHT TIME HOURLY LABOR RATE PLUS FRINGE BENEFITS NOT TO EXCEED 8%. ANY TAX IMPOSED ON YOU OR ANY EXISTING OR FUTURE LAW, UNDER ANY STATUTE OR COURT DECISION, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACT OWNER

THE COMPANY SHALL HAVE THE RIGHT TO CHARGE A FUEL SURCHARGE WHICH WILL BE CALCULATED ON A MONTHLY BASIS.

THE OWNER AGREES TO INDEMNIFY AND HOLD THE COMPANY HARMLESS AGAINST ANY LIABILITY THAT THE OWNER MAY INCUR. OWNER FURTHER AGREES TO INDEMNIFY AND HOLD THE COMPANY HARMLESS IN DEFENDING ANY SUIT, ACTION, OR ANY OTHER PROCEEDING BROUGHT IN CONNECTION WITH THE ABOVE, OCCURRING IN OR ABOUT SAID EQUIPMENT, WITHOUT PROOF OF ANY NEGLIGENT ACT OR OMISSION ON THE COMPANY'S PART.

THE CHARGES FOR THE TWO BOOK LIFTS:

****\$385.00 (THREE HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS) PLUS TAX IF APPLICABLE ON AN ANNUAL BASIS FOR THE FIRST YEAR**

****\$385.00 (THREE HUNDRED EIGHTY- FIVE DOLLARS AND ZERO CENTS) PLUS TAX IF APPLICABLE ON AN ANNUAL BASIS FOR THE SECOND YEAR**

****\$385.00 (THREE HUNDRED EIGHTY- FIVE DOLLARS AND ZERO CENTS) PLUS TAX IF APPLICABLE ON AN ANNUAL BASIS FOR THE THIRD YEAR**

THE INVOICE WILL BE RENDERED IN ADVANCE. PAYMENTS SHALL BE MADE WITHIN THIRTY DAYS AFTER THE RETENTION OF INVOICES.

THE CONTRACT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ALL PRIOR REPRESENTATIONS OR AGREEMENTS WHETHER WRITTEN OR ORAL IS SUSPENDED.

VERY TRULY YOURS

ACCEPTED BY:

STEPHEN E. DUTTON
NOBLE ELEVATOR COMPANY INC.

AUTHORIZED REPRESENTATIVE

DATE: _____

PRICES EFFECTIVE FOR 60 DAYS ONLY