



# Noble Elevator Company Inc.

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BOHEMIA, NEW YORK 11716

(631) 981-4100

INSTALLATION • REPAIR • MAINTENANCE • MODERNIZATION

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JANUARY 6, 2023

LEVITTOWN PUBLIC LIBRARY  
1 BLUEGRASS LANE  
LEVITTOWN, NY 11756

## MAINTENANCE AGREEMENT

NOBLE ELEVATOR COMPANY INC. (HEREIN CALLED THE COMPANY) WILL FURNISH MAINTENANCE AND SERVICE ON THE FOLLOWING: (1) 2100 LB TWO STOP HYDRAULIC ELEVATOR AT THE ABOVE LOCATION.

THE MAINTENANCE SERVICE WILL BE PERFORMED REGULARLY AND SYSTEMATICALLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OUTLINED. THE COMPANY SHALL LUBRICATE, EXAMINE, ADJUST AND MAINTAIN ALL GREASE AND OIL LEVELS OF THE SAID EQUIPMENT AS REQUIRED BY THE AGREEMENT. WE WILL REPLACE ANY FAULTY OR UNSAFE EQUIPMENT AS THE COMPANY SEES NECESSARY.

THE COMPANY SHALL PROVIDE SERVICE FROM 8AM-4PM MONDAY - FRIDAY. 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.

THE COMPANY SHALL COMPLY WITH THE VIOLATIONS OF THE BUILDING DEPARTMENT AND RECOMMENDATIONS OF CASUALTY COMPANIES, ON DUE NOTICE FROM THE OWNER AND OR MANAGEMENT COMPANY, PROVIDED THAT SUCH VIOLATIONS OR RECOMMENDATIONS DO NOT EXIST PRIOR TO THE DATE OF THIS AGREEMENT. HOWEVER, WE WILL NOT BE BOUND BY ANY TIME STIPULATIONS CONTAINED IN VIOLATION NOTICES, SHOW CAUSE ORDERS, SUMMONSES OR RENT REDUCTION PROCEEDINGS. THE COMPANY SHALL NOT BE RESPONSIBLE FOR SAFETY TESTS OR INSPECTIONS AS RECOMMENDED BY CASUALTY COMPANIES, GOVERNMENT, TOWN, OR MUNICIPAL AUTHORITIES.

IT IS AGREED THAT WE DO NOT ASSUME POSSESSION OR CONTROL OF ANY PART OF THE EQUIPMENT BUT SUCH REMAINS YOURS EXCLUSIVELY AS THE OWNER OR LESSEE THEREOF. WE ARE NOT RESPONSIBLE UNDER THIS AGREEMENT TO INSTALL NEW ATTACHMENTS ON THE ELEVATORS, OR PARTS OTHER THAN OR DIFFERENT FROM THOSE NOW CONSTITUTING THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR DELAY; NOR BE REQUIRED TO REPAIR OR REPLACE EQUIPMENT COVERED BY THIS AGREEMENT (EXCEPT FOR NORMAL WEAR AND TEAR) DUE TO ANY CAUSE BEYOND OUR REASONABLE CONTROL. THIS INCLUDES, BUT IS NOT LIMITED TO, ACTS OF GOVERNMENT, STRIKES, LOCKOUTS, FIRE, EXPLOSION, THEFT, WATER, RIOT, OBSOLESCENCE, CIVIL COMMOTION, WAR, MALICIOUS MISCHIEF, ACTS OF GOD. UNDER NO CIRCUMSTANCES SHOULD THE COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES. PURCHASER AGREES NOT TO MAKE ALTERATIONS, ADDITIONS, ADJUSTMENTS, REPAIRS OR REPLACEMENTS TO THE EQUIPMENT DURING THE TERM OF THIS AGREEMENT.

THIS IS A FULL-SERVICE AGREEMENT WHICH COVERS ALL PARTS AND LABOR OF SAID EQUIPMENT. ALL EQUIPMENT MUST BE INSPECTED AND APPROVED BY THE COMPANY TO BE COVERED UNDER THIS CONTRACT. THE COMPANY DOES NOT ASSUME ANY RESPONSIBILITY FOR THE FOLLOWING ITEMS, WHICH ARE NOT COVERED UNDER THIS AGREEMENT: THE COMPLETE CAR ENCLOSURE INCLUDING PANELS, SILLS, CEILINGS, DIFFUSERS, FIXTURES, BULBS, HANDRAILS, MIRRORS, EMERGENCY ELEVATOR TELEPHONES, FLOORING, JACK PACKING, HYDRAULIC OIL, CASING, HOIST WAY GATES, DOORS, FRAMES, HOIST ROPES, GOVERNOR ROPES, FREQUENCY DRIVES, STARTER CONTACTS, CONTROLLER BOARDS, MOTORS AND PROPRIETARY EQUIPMENT, OR ANY UNDERGROUND EQUIPMENT.

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 CHARGE A FUEL SURCHARGE WHICH WILL BE CALCULATED ON A MONTHLY BASIS.

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 MIGHT CAUSE INJURY TO A USER THEREOF. ALL NOTIFICATIONS, ABOVE MENTIONED, SHALL BE IN WRITING. THE 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 ANY PROOF OF ANY SPECIFIC NEGLIGENT ACT OR OMISSION ON THE COMPANY'S PART.

INCLUDED IN THIS AGREEMENT IS A PREPAYMENT DISCOUNT. IF THE YEARLY MAINTENANCE IS PAID IN ADVANCE, A DISCOUNT OF (3) THREE PERCENT MAY BE DEDUCTED FROM THE ANNUAL PRICE.

THE CHARGES FOR THIS SERVICE SHALL BE AS FOLLOWS:

**(1) PASSENGER ELEVATOR:**

**\*\*\$226.00 (TWO HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS) PLUS TAX (IF APPLICABLE) ON A MONTHLY BASIS FOR THE FIRST YEAR**

**\*\*\$234.00 (TWO HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS) PLUS TAX (IF APPLICABLE) ON A MONTHLY BASIS FOR THE SECOND YEAR**

**\*\*\$242.00 (TWO HUNDRED FORTY-TWO DOLLARS AND ZERO CENTS) PLUS TAX (IF APPLICABLE) ON A MONTHLY BASIS FOR THE THIRD YEAR**

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

THIS AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ALL PRIOR REPRESENTATIONS OR AGREEMENTS, WHETHER WRITTEN OR ORAL, ARE SUSPENDED.

VERY TRULY YOURS,

STEPHEN E. DUTTON  
NOBLE ELEVATOR COMPANY INC.

ACCEPTED BY:

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE                      DATE

SED/lm  
cc:file  
hydro full

\*\*\*PRICES EFFECTIVE FOR 60 DAYS ONLY\*\*\*