

## **RESIDENTIAL ELEVATOR MAINTENANCE AGREEMENT**

This RESIDENTIAL ELEVATOR MAINTENANCE AGREEMENT (this "Agreement") is made by and between GOING UP ELEVATORS, INC. D/B/A ATLANTIC ELEVATORS of P.O. Box 1521, Manteo, North Carolina, 27954 referred to in this document as company and \_\_\_\_\_ of \_\_\_\_\_, North Carolina, referred to in this document as owner.

NOW THEREFORE, In consideration of the mutual promises and agreements herein set forth, the parties agree that:

### **SECTION ONE SERVICES FURNISHED**

Company will furnish elevator inspection and maintenance service on the following equipment: \_\_\_\_\_, located at \_\_\_\_\_, City of \_\_\_\_\_, commencing on \_\_\_\_\_ and continuing thereafter until this Agreement is terminated in writing by either party to this agreement.

### **SECTION TWO SERVICES COVERED**

The service to be provided under and pursuant to this Agreement will consist of a periodic examination of the elevator on an annual basis. Such service will include the following: (1) Clean and grease all major parts; (2) Inspect and check all safety features; (3) Inspect and check floor alignment; (4) Inspect and check cab and frame rail; and (5) Clean elevator pit and exterior elevator cab.

No work or materials, except those specified above, will be furnished to the owner.

### **SECTION THREE HOURS OF WORK**

The compensation provided for in this Agreement contemplates all work to be done during regular working hours of regular working days.

### **SECTION FOUR COMPENSATION**

A. The service to be provided under and pursuant to this Agreement will be furnished for the annual fee of \$\_\_\_\_\_, payable annually. This charge is subject to reconsideration and adjustment at the term of each annual period during which this Agreement is in force.

B. Should any repairs or services be required other than those covered by this Agreement, a separate charge will be made upon proper authorization. Prior to making any repairs, the company will check the status of any warranty that may be in effect and if the repairs are not covered by a warranty, the company will provide the owner with an estimate of the cost and obtain approval for any repairs.

## **SECTION FIVE LIABILITY**

Company will not under any circumstances be liable under or by reason of this Agreement directly or indirectly for any accident, injury, breakage, or damage to the elevator or any machinery, appliances, or property connected with the elevator. Company will not, under any circumstances, be liable under or by reason of this Agreement directly or indirectly for any accident or injury to any person or persons whomsoever, except its employees, while riding on or being in or about the elevator however caused. Company will not be responsible or liable for any loss, damage, detention, or delay in furnishing materials or failure to perform the inspection and maintenance service as provided in this Agreement when caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause that is unavoidable or beyond its control or in any event for consequential damages.

## **SECTION SIX TAXES**

The amount of any present or future sales or other tax, federal, state or local, that company now or hereafter will be liable for or required to pay, either on its own behalf or on behalf of owner or otherwise, with respect to the material covered by this Agreement will be added to the prices contained in this Agreement and paid by owner in the same manner and with the same effect as if originally added to such prices.

## **SECTION SEVEN ENTIRE AGREEMENT**

This Agreement will constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement will not be binding upon either party except to the extent incorporated in this Agreement.

## **SECTION EIGHT MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**SECTION NINE  
GOVERNING LAW**

It is agreed that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

**SECTION TEN  
ATTORNEY FEES**

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

**SECTION ELEVEN  
NOTICES**

Any notice provided for or concerning this Agreement will be in writing and will be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

**SECTION TWELVE  
ASSIGNMENT OF RIGHTS**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION THIRTEEN  
EFFECT OF PARTIAL INVALIDITY**

The invalidity of any portion of this Agreement will not and will not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions will be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Agreed upon this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
GOING UP ELEVATORS, INC.

\_\_\_\_\_  
PROPERTY OWNER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date