



Omaha (402) 553-7000  
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St. Louis (314) 361-2121  
[www.accesslevatorinc.com](http://www.accesslevatorinc.com)

March 6, 2023

Clarinda High School  
100 N Cardinal Dr  
Clarinda, IA 51632

RE: Preventive Maintenance Agreement

Attached is a copy of our Preventative Maintenance-Annual Safety Test Agreement we offer to our clients.

A PMA is the most cost effective way to maintain your accessibility equipment. Should you experience a problem with your lift requiring emergency service and your preventative maintenance visit has not been completed for the period (annually or semi-annually), the preventative maintenance will be done during the service visit and you will pay only the agreed-upon preventative maintenance amount for this visit rather than regular service rates (excluding parts and taxes).

An emergency service visit without a Preventative Maintenance-Annual Safety Test Agreement in place will be charged at the regular service rates of \$180.00 per hour for labor, \$0.60 per mile for miles traveled, \$180.00 per hour for hours traveled, and additional charges for parts, supplies, taxes, etc. (current prices-subject to change).

If you decide to participate in our Preventative Maintenance Agreement, a service technician would visit once or twice a year to perform the manufacturer's recommended maintenance procedures and ensuring safe operation. This would involve cleaning and lubricating the unit as needed, checking the over-all operation, making any adjustments necessary and performing required annual safety tests.

After reading the agreement, should you want to accept the proposal, please sign one copy and return it to our corporate office in Omaha. It is not necessary to pay for our visit until the work is performed.

Sincerely,

Jeremy Musil  
Regional Branch Manager/Sales

**Please return to 951 S Saddle Creek Road, Omaha, NE 68106**



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## PREVENTATIVE MAINTENANCE AGREEMENT

Clarinda High School  
100 N Cardinal Dr  
Clarinda, IA 51632

Date: 3/06/2023  
Phone: 712-542-0330

	Brand/Model	Serial #	Installed	Permit #	Test Req / Type
Unit 1	GSL Artira	97087	3/14/2023	16466	IA PLATFORM
Unit 2					
Unit 3					
Unit 4					

### SERVICES PROVIDED

#### PREVENTATIVE MAINTENANCE VISIT(S)

An AEL, Inc. technician will perform all of the manufacturer's recommended preventative maintenance checks on your equipment. This work will be scheduled on a non-emergency service. The technician will also clean and lubricate the equipment, check the electrical and mechanical operation of the equipment and make other adjustments as necessary, all in accordance with the manufacturer's directions. AEL, Inc. is sometimes referred to herein as "we" or "us."

If you should experience problems with your equipment which requires emergency service, and your preventative maintenance visit(s) has not been completed for the year, the preventative maintenance will be completed during the emergency service visit and you will pay only the agreed-upon preventative maintenance amount (plus expenses for parts) so long as the problem can be fixed in one hour or less. Should the problem require more than one hour to repair, you will be charged (in addition to expenses for parts) the regular hourly rate for any labor exceeding one hour.

In the event your preventative maintenance visit(s) have already been completed for the year, you will be charged at AEL, Inc.'s regular service rates (subject to change), but currently set at \$180.00 per hour for labor, \$0.60 per mile for miles traveled, \$180.00 per hour for hours traveled, and additional charges for parts, supplies, etc., plus any applicable taxes.

#### ANNUAL SAFETY TEST

If your equipment requires an annual safety test, this test will be performed during your preventative maintenance visit and the results will be forwarded to the respective elevator code officials. If your equipment requires a 5-year full load test, this test will be performed at an additional charge of \$155.00 per test. Should the equipment not pass the safety test, any repairs will be billed at AEL, Inc.'s standard rates.

#### PROGRAM SELECTION

#### Preferred Month(s)

- ☐ One Visit Per Year At \$525.00 Per Visit\* \_\_\_\_\_
- ☐ Two Visits Per Year At \$525.00 Per Visit\* \_\_\_\_\_

\*Payable upon completion of the service; taxes extra. This agreement shall begin on the date the signed copy is received by AEL, Inc. This agreement can only be cancelled if notice is given in writing by either of the parties.

By signing this agreement, you acknowledge reading and understanding the terms and conditions of this agreement, including those appearing on the reverse side hereof.

Email Address: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_  
(Sometimes referred to as "you" or "your")

Date: \_\_\_\_\_

AEL, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Please return to 951 S Saddle Creek Road, Omaha, NE 68106

## TERMS AND CONDITIONS

1. It is agreed that our workmen shall be given a safe place in which to work. We reserve the right to discontinue our work whenever, in our opinion, this provision is being violated.
2. We shall not be liable or responsible for any loss, damage, cost, expense or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other causes beyond our reasonable control.
3. Should any loss or damage to our material, personnel, tools, or work occur at the work site, you shall compensate us therefore, except to the extent such loss or damage is caused as a result of our own acts or omissions.
4. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, AND WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.
5. **THE MAXIMUM AMOUNT OF OUR LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE TOTAL AGREEMENT PRICE REFERENCED HEREIN. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE OR RESPONSIBLE IN ANY WAY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM OR HOW IT IS INCURRED.**
6. We reserve the right to remove and retain all equipment and related items that have been replaced or new materials not used in connection with the work.
7. You agree to defend, indemnify and hold us harmless (together with our officers, agents and employees), from and against any loss, damage, claim, expense or cost, to the extent arising as a result of or otherwise related to the use or operation of the equipment.
8. The parties agree that the substantive laws of the State of Nebraska (exclusive of conflict and choice of law rules, provisions, and principles) shall: (a) govern this agreement; (b) be used to construe and enforce all rights and duties of the parties arising from or in any way relating to the subject matter of this agreement, including, without limitation, the performance, construction, and enforcement of this agreement; and (c) apply to all claims between the parties, including, without limitation, counterclaims and tort claims. All litigation involving any claim (whether legal or equitable or whether sounding in contract, tort, or strict liability) which relates to or arises from the subject matter of this agreement shall be brought exclusively in the appropriate state or federal courts located in Douglas County, Nebraska. In addition, each party hereby: (a) consents to submit itself to the exclusive personal jurisdiction of the appropriate state or federal courts located in Douglas County, Nebraska; (b) expressly agrees to waive all challenges to the jurisdiction of and venue in such courts based on lack of jurisdiction and/or inconvenient or improper venue; and (c) agrees that it will not bring any action relating to the subject matter of this agreement in any court other than the foregoing courts. **EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ALL CLAIMS, INCLUDING COUNTERCLAIMS AND TORT CLAIMS, WHICH RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT.** If any provision of this agreement is held to be unenforceable, invalid, or void, such provision shall be inoperative only to the extent necessary to comply with applicable law and shall be severed from the remainder of this agreement. The remaining provisions of this agreement shall remain in full force and effect.
9. This agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions (whether written or oral). You hereby disclaim reliance on any oral representation or course of dealing or conduct, whether before or after execution of this agreement. No terms or conditions that are additional to or different from the terms of this agreement (including, without limitation, the terms of any purchase order) shall be binding on either party hereto. This agreement may not be altered, modified or otherwise amended except by a written instrument executed by you and us.
10. Price increase may be applied each year to adjust for inflation.
11. In the event of a conflict between the provisions of this agreement, such conflict shall be resolved in favor of the more specific provision over a more general provision.