

IMA ADM

002

OTIS

DATE: March 3, 2009

TO:
IMA
350 Landmark Ave
Bloomington, IN 47401

FROM:
Otis Elevator Company
6010 Corporate Way
Indianapolis, IN 46278

EQUIPMENT LOCATION:
550 Landmark Ave
Bloomington, IN 47401

COPY

PROPOSAL NUMBER: IMA - 3.3.09

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Type of Units	Machine Numbers
Two	Otis	Hydraulic	436631, 436631 436632

LUBRICATE AND SURVEY SERVICE

We propose to furnish Lubricate and Survey Service on the equipment ("Units") described above. We will provide an annual survey of equipment condition and regular lubrication by a qualified examiner. Lubricate and Survey Service is not a preventive maintenance program.

LUBRICATE AND SURVEY SERVICE

Under this Contract, we will service the Units on the following terms and conditions:

COVERAGE

SURVEY

We will conduct an annual survey of the Units and provide a written report of their condition.

REGULAR VISITS

We will use trained personnel directly employed and supervised by us to visit the Units at the frequency selected below:

<u>Visit Frequency</u>	<u>Selection</u>
Monthly	<input checked="" type="checkbox"/>
Bimonthly	<input type="checkbox"/>
Quarterly	<input type="checkbox"/>

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors, and leveling valves.
- Selectors, governors, governor sheaves, governor tension frame sheave assemblies, and compensating sheave assemblies.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

EXCLUSIONS

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs or emergency callback service. If any of these services are later requested by you, you agree to pay extra at our regular billing rates.

NORMAL HOURS

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates.

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or thru an OTISLINE® customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

CUSTOMER REPRESENTATIVE

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the Units.

REPORTS - e*SERVICE

We will use the OMMS® program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS - TRACTION ELEVATORS

Code requires an annual no load test and at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, car buffers, and counterweight buffers. These tests are not included in the Contract. You agree to conduct and pass the annual no load and five year, full load test on the Units and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis.

SAFETY TESTS - HYDRAULIC ELEVATORS

Code requires an annual no load test and annual pressure relief valve test. These tests are not included in the Contract. You agree to conduct and pass the annual no load and annual pressure relief valve test on the Units and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis.

LUBRICATE AND SURVEY SERVICE

FIREFIGHTERS' SERVICE TEST

If those elevator Units provided with firefighters' service are required by code to be tested monthly, you assume responsibility for performing and keeping a record of such tests.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

MAINLINE DISCONNECTS

You agree to routinely service the elevator mainline disconnects located in the elevator equipment room. The maintenance will be performed by a qualified electrician at least once annually.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

During the term of this Contract, we will maintain original wiring diagrams for Otis Units. Current wiring diagrams reflecting all previously made changes for non-Otis Units covered by this Contract will be provided by you and will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any non-Otis software while contained in the Units covered under the Contract, and agree to allow Otis to make one backup or archival copy for you.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, code, ordinance or regulation.

LUBRICATE AND SURVEY SERVICE

CLARIFICATIONS

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. We will not be required to make any replacements, renewals, or repairs necessitated by any reason including, but not limited to, ordinary wear and tear, fire, explosion, theft, floods, water, weather, earthquake, obsolete or discontinued parts, vandalism, misuse, abuse, mischief, or repairs by others.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief, or acts of God.

To the fullest extent permitted by law, you agree to indemnify, hold harmless, and defend us from any claims, damages, losses, costs, and expenses (including attorneys' fees and other litigation costs) which arise in connection with the equipment covered by this Contract, except for our sole negligence.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

LUBRICATE AND SURVEY SERVICE

SPECIAL PROVISIONS

Safety Tests

Hydraulic Elevators - Annual No Load Test

We will conduct an annual no load test and annual pressure relief test. These tests impose much greater stresses on the equipment than those of normal operation. It is agreed that in making inspections or tests, you assume any and all liability for personal injury (including death) or property damage because of the action or failure of any part of the elevator equipment. If repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be an extra to the Contract.

CONTRACT PRICE AND TERM

CONTRACT PRICE

One Hundred Six and 00/100 Dollars (\$106.00) per month

PRICE ADJUSTMENT

The Contract Price will be adjusted annually to reflect increases or decreases in material and labor costs.

The original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on 1/1/08 which was \$58.927. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be June 30, 2009. The Term of this Contract will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each anniversary for an additional five (5) years term unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the end of the then current five (5) years term.

PAYMENTS

Payments will be made on an annual basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be electronic direct debit. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in

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writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: *[Signature]*
Gerald R. Cunningham

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 3/4/09

Signed: X *[Signature]*

Print Name: Lee Simpson

Title: Corporate Liaison

E-mail: lsimpson@ima-md.com

Name of Company: IMA, Inc

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: 3/31/09

Signed: *[Signature]*

Print Name: **Stephen W. Kempf**

Title: **Branch Manager**

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