

MOTION ELEVATOR, LLC

5915 Park Drive, Margate, FL 33063
OFFICE: (954) 970-0020 ~ FAX: (954) 969-8770

VIA: valianthouse801@gmail.com PERIODIC TESTING PROPOSAL QUOTE #: Q-13928

BUILDING:	Valiant House Condominium	DATE:	01/26/2025
ADDRESS:	801 S. Ocean Drive	ATTN:	Board of Directors
CITY:	Hollywood, FL 33019	PHONE:	1-954-757-9292

We authorized the following labor to be executed, and materials furnished on the subject elevator(s) in the above referenced building:

RE: Annual Inspection - 2 Traction Elevators

Schedule and perform Annual No Load Traction Test(s) in the presence of a Certified Elevator Inspector.

Note: For us to schedule your inspection(s) on time, please return approved proposal to us immediately.

Please select your testing option below for the annual safety inspection by placing your initials next to either Line 1 or Line 2. Your initials serve as confirmation of your chosen option.

Technician Only: We will provide a qualified technician to perform the safety inspection. Building will hire and pay their own third-party inspector. \$1000.00 (One Thousand) dollars, taxes included.

Terms of Payments: 100% upon completion of inspections

PLEASE NOTE:

- **NO LOAD/FIVE YEAR TESTING ONLY:** If building is 75 feet in height and a generator exists a representative **MUST** be present to transfer power to the emergency generator as this is a requirement during testing even if a current generator log is on site. **Building Responsibility.**
- Should the scheduled inspection be cancelled for any reason by a building representative/owner at the time of arrival to conduct the inspection, the owner is responsible to pay the inspection fee and any fees issued by the inspector.
- When performing tests, should the test fail due to equipment failures and require retesting, the owner is responsible for any fees levied by the inspector and Motion's mechanic time.
- **If you select a turnkey inspection and a violation is found that requires a callback inspection, a separate work order will be issued to cover the reinspection fees.**
- Motion Elevator, LLC, shall not be held liable for delinquent performances, processes, and submittals in regard to elevator inspection reports.
- Additional Terms and Conditions are outlined on page 2.

Purchaser: _____
Valiant House

(Company Name)

Patrick Nolan

Print Name _____

Signature:  _____

dotloop verified
05/05/25 1:50 PM EDT
ZHQ8-MNOS-0GUP-AONG

Title: President _____

Date: _____

Presented by:

Sales Rep: Sara P Hinderliter

Motion Elevator, LLC:

Print Name _____

Manager: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

Motion Elevator, LLC, is a wholly owned subsidiary of Axxiom Elevator, LLC.

MOTION ELEVATOR, LLC

5915 Park Drive, Margate, FL 33063

OFFICE: (954) 970-0020 ~ FAX: (954) 969-8770

This proposal valid for **(30) thirty days** unless it is revoked earlier by Axxiom Elevator, LLC in writing. The price of this contract is subject to escalations even after Purchaser's acceptance of this Proposal – under certain circumstances including Axxiom Elevator, LLC being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; Axxiom Elevator, LLC being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposals is not completed by December 31st of the current year. Any code changes that are implemented after the execution date of this contract are not included in the price, and if the work is required by the governing authority, a separate proposal will be provided to the customer.

This contract, upon its approval by an executive officer/manager of Axxiom Elevator, LLC, will constitute exclusively the agreement for the work described herein. No changes in or additions to this agreement will be recognized unless otherwise made in writing and properly executed by both parties. This proposal specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties related to this equipment, and any such contract shall be unaffected by this proposal.

GENERAL CONDITIONS: All work is to be performed during regular working hours (8:00 AM to 4:30 PM) of regular working days of the elevator trade. The purchaser shall pay, in addition to the price stated, any taxes or fees imposed on or after the date this proposal was submitted.

Necessary electric power for lights, tools, etc. during the subject work will be provided by others. The purchaser agrees to provide a safe workplace for our personnel, and to remove any hazardous materials in accordance with applicable laws and regulations. Removal of all existing elevator equipment becomes the property of Axxiom Elevator, LLC.

No work, service, or liability on the part of Axxiom Elevator, LLC, other than specifically mentioned herein is included or intended. Axxiom Elevator, LLC. not assume control, possession, or management of any part of the elevator equipment. This will remain the Purchaser's exclusive responsibility as the owner, lessee, or agent of the owner or lessee. The purchaser is solely responsible for all requirements imposed by federal, state or local law, ordinances, code requirements or regulation.

In the performance of any tests that are included in this Agreement, Purchaser understands that the test imposed upon the equipment greater strains than those arising from normal operation. Therefore, it is agreed that in performing such tests, Axxiom Elevator, LLC. shall not be liable for leakage, loss, damage, injury or destruction of persons or property. If repairs are necessary before or after such test to meet code or performance requirements, such work shall be considered as an extra to this Agreement and payable as a separate order. All floor coverings will be the building's responsibility.

Purchaser agrees to provide Axxiom Elevator, LLC unrestricted to all areas of the building in which any part of the elevators is located and to keep machine rooms and pit areas free from water, stored materials, and excessive debris and to indemnify and hold us harmless from any damage to any or all our material or work on the premises caused by fire, theft or otherwise unless such damage was occasioned by us or those in our employment.

Axxiom Elevator, LLC shall not be liable for any loss, damage or detention or delay caused by accidents, strikes, lockouts, material shortages, or by any other cause which is beyond its control, or in any event, for any incidental or consequential damages or any kind regardless of cause. In the event of any cancelation of contract by the Owner or Axxiom Elevator, LLC, a written notice will be required via certified mail. The Owner will be responsible to pay Axxiom Elevator, LLC for any purchase material at the time of cancelation and any labor at the rate of \$260.00 per man hour. Axxiom Elevator, LLC will return or credit to the account any money outstanding minus 20% of the contract price for administration fees.

PAYMENTS: Payments are to be made in full upon completion unless otherwise agreed. We reserve the right to discontinue our work at any time until payments have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made as they fall due.

It is agreed that we retain title to and possession of all machinery, implements, apparatus and property of every kind provided by us under this proposal until final cash payment has been made. Axxiom Elevator, LLC reserves the right to remove any part or the whole of whatever has been installed by us while there is default of payment of any installment hereunder.