



Florida Lifts LLC
P.O. Box 740708
Boynton Beach, FL. 33474-0708

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PURCHASE CONTRACT

FLA18-

This contract dated as of _____ is entered into between Florida Lifts LLC, a Florida Limited Liability Company of 1718 Corporate Drive, Boynton Beach, FL 33426 (hereinafter known as “Elevator Contractor”), and **City of Delray Beach – Purchasing Division** whose principal address is **100 NW 1st Ave. Delray Beach, FL 33444** (hereinafter known as “Customer”), and shall become effective when signed by both parties and upon receipt of the first payment by Elevator Contractor. This quote is good for a period of 90 days.

Work to be sold:

Elevator Contractor agrees to provide and install one vertical platform lift (the “Work”) per the scope of work and specifications attached hereto as Exhibit A.

1. Purchase Price and Payment Terms:

The Customer shall pay to Elevator Contractor for the Work specified in paragraph one of this contract the sum of **Twenty Five Thousand Three Hundred Dollars (\$25,300.00)**, plus the cost of any Customer Selected Options, the “Purchase Price”, in accordance with the following schedule:

- **\$15,180.00**, Plus the cost of any Customer Selected Options, (“First Payment”) shall be due upon contract signing. Except as provided for in 10 of this Contract, the first payment shall be considered a non-refundable deposit which shall become the property of Elevator Contractor should this contract be cancelled by the Customer at any time or should the Customer be in default of this Contract, and, if the Elevator Contractor’s reasonable and fully documented costs and expenses incurred in connection with this Contract exceed the non-refundable deposit amount, the Customer agrees to reimburse the Elevator Contractor for the excess.
- **\$7,590.00**, payment (“Second Payment”) of the Purchase Price shall be due upon delivery of the Goods to the Customer’s job location and prior to the commencement of installation.
- **\$2,530.00**, payment (“Third Payment”) of the Purchase Price shall be paid to Elevator Contractor when the installations of the Goods are complete and prior to turnover to customer.

Customer agrees to permit Elevator Contractor to commence installation within one week of Elevator Contractor’s receipt of equipment from the factory. If the installation is delayed, halted or interrupted for any other reason beyond the control of Elevator Contractor, (including but not limited to Customer not having permanent power at the installation site) the balance due, less the sum of one thousand dollars, is to be paid to Elevator Contractor at that time. The balance of one thousand dollars shall be paid by Customer to Elevator Contractor within 10 days of completion of installation.

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All payments are to be made payable to Florida Lifts LLC and sent to:

Florida Lifts LLC
P.O. Box 740708
Boynton Beach, FL. 33704-0708

Customer agrees to pay late fees at a rate of 1% per month on all amounts past due.

2. Changes:

All changes to the Work, or to the Scope of Work shown in Exhibit A, must be agreed to in writing by the Elevator Contractor and Customer in order to be binding and an agreed upon Purchase Price adjustment made as applicable. All changes to the Purchase Price shall be added to, or deducted from, the next payment milestone shown in Paragraph 1 above.

3. Customer Default:

Customer acknowledges that this equipment is custom made for this particular installation. If Customer fails or refuses to make payment of the amount due at any time, Customer shall be deemed to be in default of this contract. Elevator Contractor shall be entitled to all remedies provided under the laws of the state of Florida through its adaptation of the Uniform Commercial Code, or otherwise, including but not limited to specific performance.

In the event it becomes necessary for Elevator Contractor to retain legal counsel, or undertake litigation, or to otherwise protect Elevator Contractor's rights under this contract, or to defend Elevator Contractor against claims which are Customer's responsibility, Customer shall pay reasonable attorney's fees and related costs whether or not such litigation proceeds to final judgment.

4. Risk of Loss and Title to Work:

Elevator Contractor shall bear all risk of loss and damage to the Work including but not limited to fire, windstorm, accident, theft vandalism etc., prior to the delivery of Work to the Customer's job site. Customer shall bear all risk of loss and damage to the Work thereafter.

5. Delay in Delivery:

It is intended that delivery and installation take place within eight to ten weeks after the date approval of shop drawings and placement of order with the factory following receipt of the Deposit. Since the lift is custom made, a backlog at the factory, among other factors including but not limited to permits, inspections, site conditions, and weather, may cause delays in completion the Elevator Contractor assumes no responsibility for delays nor for failure to deliver Work to Customer on a particular date.

6. Applicable Law:

This contract shall be governed in accordance with the laws of the State of Florida

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7. Successors or Assigns:

This contract shall be binding upon the successors in interest or assigns of Elevator Contractor or Customer. No Assignment of this purchase contract may be made without the written consent of the other party.

8. Manufacturer's Warranty

The Goods include the manufacturer's standard limited parts warranty to replace defective parts covered under such warranty exclusive of labor. Labor is warranted by the Elevator Contractor for 90 days following installation. The manufacturer's parts warranty may require that the Goods be maintained throughout the warranty period by an authorized manufacturer's representative under a separate maintenance contract. Any warranty is conditioned on written notice to the Elevator Contractor within warranty period and contingent upon receipt of final payment to Elevator Contractor.

9. Permitting

Elevator Contractor will use its customary and normal efforts to assist the Customer in obtaining required permits and approvals to complete the work including preparation and filing of all permit applications but in no way shall be liable for delays or denial of any such permits or approvals. Customer assumes all expenses of any additional requirements mandated by any permitting or other approval authority and not specifically included in the attached Scope of Work.

10. Customer's Right to Cancel

The Customer may cancel this Contract for any reason without penalty and obtain a complete refund of any money paid by providing written notice to the seller in person, by telegram, or by mail to Florida Lifts LLC 1718 Corporate Dr. Boynton Beach, FL 33426. **This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement.** If you do not cancel this Contract within three business days the cancellation provisions of paragraph one of this Contract apply.

Elevator Contractor

Customer

Florida Lifts LLC

By _____

By _____

Date _____

Date _____

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Exhibit A

Scope of Work

The Elevator Contractor hereby agrees to provide all labor and material as necessary to install one new and fully operational vertical platform lift at the following job location:

Job Name: **Spady Museum**
170 NW 5th Ave.
Delray Beach, FL 33444

Contact: **Bob Diaz**
Phone: **561-573-6524**
E-Mail: **diazj@mydelraybeach.com**

The vertical platform lift specifications are as follows:

1. Type: Savaria V-1504 STD not to exceed **120"** vertical travel installed in shaft by others
2. Project Type: **Commercial**
3. Power Supply: 110/115 VAC 60 hz up direction; 12VDC down direction
4. Battery Backup: **Included** in down direction
5. Number of Stops: 2-Stop
6. Outdoor Options: No
7. Pit Required: 3"
8. Floor to Floor Travel: **~112"**
9. Ramp: None
10. Underpan Sensor: Not required
11. Cab Type Selection and Handing: Type **1** (on/off **same side**)
12. Landing Door Locations/Swing: Lower Level : **LH**; Upper Level **LH**
13. Cab Size: Standard Size **Custom Car Size to Fit in Existing Hoistway**
14. Car Station: Keyless
15. Lower Landing Entrance: **80" Fire-Rated Pro Door with Automatic Door Operator (required by Accessibility Code)**
16. Upper Landing Entrance: **80" Fire-Rated Pro Door with Automatic Door Operator (required by Accessibility code)**
17. Hall Call Stations: 2 ea. **Keyed**– Call/Send
 - a. Bottom Landing: **Flush-Mounted In-Frame**
 - b. Upper Landing: **Flush-Mounted In-Frame**
18. Telephone: Optional (may be required by local jurisdiction)
19. Color: Standard Beige
20. Touch up Paint: Yes
21. Misc: N/A

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Customer Selected Options:

- 1) Hands-Free ADA Phone **\$300.00** _____
Customer to provide live analog line to lift location prior to installation **Customer Initials**

- 2) Powdercoat lift Savaria Optional Color ; Selection: _____ **\$1,500.00** _____
Customer Initials

(Inquire for more options)

****Customer Selected Options to be Included in First Payment****

In the event of a conflict between the approved drawings and these specifications, the approved drawings shall take precedence.

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*****Elevator Contractor to Remove/Dispose of Existing Lift*****

Additional work to be completed (not by Elevator Contractor):

Provision of at Slab, Pit and Landings:

Provide a **legal, level, cement slab** at the lowest landing to accommodate placement of the Lift and enclosure in accordance with any and all approved drawings, site plans, setbacks, building codes and regulations. Prior to installation of slab, review approval drawings and slab location to ensure Lift and enclosure will fit under any roof overhang or other obstruction. If obstruction exists do not proceed and notify Elevator Contractor immediately

Hoistway:

Construction of hoistway and pit in accordance with National US/ASME applicable code, all state and local codes. Due to close running clearances, Customer must ensure hoistway and pit are plumb, level and square and is in accordance with dimensions on specified in the shop drawings including pit depth and the minimum overhead clearance. Structural engineer to ensure that building and shaft will support all loads imposed by the lift equipment

Landings:

All landings must be level and clear to permit all doors to open fully 90 degrees as shown on the approval drawings without obstruction. All landing openings must be of sufficient height to accommodate the enclosure doors and any required door operators. All finish work at landing areas including but not limited to repair of upper railings, screen enclosures, patching and painting of areas outside the Lift, is to be done by others.

Removal, Relocation or Repair of Landscaping, Utilities or Sprinklers:

All removal, relocation, repair or installation of landscaping, pavers, walkways, utilities, sprinklers or drainage is excluded and is to be done by others.

Electrical and Telephone:

Provide electrical disconnect as shown on approved drawings at a location approved by the Elevator Contractor and in accordance with any local building requirements. If a phone is shown on the approved drawings then provision of a working analog phone line to the lift at the time of installation or inspection is the responsibility of the Customer. If a phone is not shown on the drawings but is subsequently requested or required by the Customer, or any regulatory authority, then provision of the phone and the analog phone line are the responsibility of the Customer.

Additional:

Cut out upper and lower landings for lift installation. Finish work at landings once lift and doors have been installed, as required. If any remote call stations are required, customer is to provide any openings or conduit that may be required to install remote call stations.