



elevator co. ltd.
compagnie d'ascenseurs ltée.
838-3728 Fax (613) 838-4241
Box 394, Munster, Ontario K0A 3P0

FULL MAINTENANCE CONTRACT

This agreement made in duplicate this 4th day of January 2005,

BETWEEN

CBM Elevator herein called the "Contractor" of the first part

AND

CCC 383 herein called the "Purchaser" of the second part.

In consideration of the covenants, agreements and conditions contained herein, the parties under the terms of this contract hereto agree as follows:

1. The "Contractor" shall supply trained men directly employed and supervised by CBM Elevator Company Ltd. They will be qualified to keep your equipment properly adjusted and they will use all reasonable care to maintain the elevator equipment in proper and safe operating conditions.
2. The "Contractor" will regularly inspect, lubricate, repair or replace, if in our judgment, conditions warrant it, Machines, Motor, Controller Parts, and equipment made necessary by normal wear, including Gears, Bearings, Brake Coils, Shoes, Brushes, Relays, Coils and safety equipment.
3. The "Contractor" shall not be required to perform work, which may be recommended by insurance companies or government authorities. The "Contractor" shall adhere to Elevator Consultant audits with its consent to the owner's use of any proposed consultant whose consent may be exercised in the contractor's absolute discretion.
4. The "Contractor" will renew wire ropes, replace conductor cable, guide rollers and shoes, when in our judgment, these are necessary.
5. The "Contractor" is not required to make repairs or replace equipment necessitated by reason of misuse, vandalism, negligence or by any other cause beyond our control except by normal wear.
6. The "Contractor" shall not be held responsible or liable for any loss, detention, delay, or damage when caused by flood, strikes, fire, explosion, riots, theft, civil commotion, war, malicious, mischief or acts of God.
7. The "Contractor" assumes no responsibility for the following items of elevator included in this contract:

Car Enclosure: Including removable panels, door panels, car gates, plenum chambers, hung ceilings, light tubes, bulbs, diffusers, ballasts, emergency light units, hand rails, mirrors, fans, carpets or tiles.

Hoist way Enclosure: gates, door frames and sills, cylinders, plungers, and buried piping on hydraulic elevators.

8. The "Contractor" will perform all work during regular working hours on regular working days. Monday-Friday (8:00 AM-5:00 PM) Premium charges apply after 5:00 PM

9. This contract includes twenty-four hour emergency call back service

* Emergency defined as

- A. Person(s) trapped in elevator.
- B. Only one elevator in the building
- C. Where there is more than one elevator, the call will be put off until the next working day

10. Because of the continuous wear due to construction in progress causing dirt, the following items will have to be replaced at a pro-rated schedule. The "Contractor" shall pay for the portion used since the date of contract and the "Purchaser" shall pay for the portion used prior to the date started on this contract.

11. All T.S.S.A. directives shall be up to date upon assumption of new contracts.

12. The "Contractor" shall maintain:

#	<u>3</u>	Passenger Elevator(s)
#	_____	Freight Elevator(s)
#	_____	Dumbwaiter

At the building location

CCC383 2759 Carousel

13. The contract price of \$ 800.00 dollars per month shall be payable within thirty days of work commencing on this 1st day of January 2005 and shall continue for a period of 1 year(s) and from year to year thereafter until terminated by either party by written notice at least (90) days prior to the anniversary of the contract.
GST Extra

- 3% Escalation in term per annum

14. The "Contractor" reserves the right to discontinue this maintenance service without notice or liability, in the event that payment under this agreement shall not have been paid. Unpaid balances shall be charged at an interest of 2% per month, forty-five days after the date of invoice.

15. We guarantee no strikes or slowdowns.

This contract, when accepted by you, and approved by your Authorized Representative shall constitute an agreement between us and all prior Representations, Warranties, or agreements not incorporated herein are superceded.

CBM ELEVATOR COMPANY LTD

By: *H. Cullain*

H.G. Cullain
President

Accepted in Duplicate By:
Title:
Name of Company:
Date:

M.J. Hallingford
GENERAL MANAGER
CCC # 383
Jan 6 2005

APPROVED FOR CBM ELEVATOR CO LTD.

AUTHORIZED REPRESENTATIVE

December 15, 20 04
H. CULLAIN PRESIDENT *MICK*