



Allrise Elevator Company, Inc.
 200 Clearview Drive
 St. Charles, MO 63303

COMPLETE ELEVATOR SERVICE AND MAINTENANCE AGREEMENT
 (Summary Page)

ALLRISE ELEVATOR COMPANY, INC. ("Allrise") offers to provide elevator/escalator repairs and/or services in accordance with this Summary Page and the General Terms and Conditions and any riders attached hereto.

CUSTOMER:

City of St. Louis
 133 So., 11th St.
 St. Louis, Mo. 63102

BUILDING:

7th & Pine Parking Garage
 707 Pine, St. St. Louis, Mo. 63101
 Cupples Parking Garage
 421 S. 10th St., St. Louis, Mo. 63102
 Justice Center Parking Garage
 1115 Clark, Ave., St. Louis, Mo. 63102
 Kiel Center Parking Garage
 1515 Clark, Ave., St. Louis, Mo. 63108
 Nine North Parking Garage
 9 N. Euclid, Ave., St. Louis, Mo. 63108

STATE ID	MAKE	TYPE	OPERATION	STOPS	CAPACITY
14390	Thyssenkrupp	Passenger	Traction	10	3000
14391	Thyssenkrupp	Passenger	Traction	10	3000
14392	Thyssenkrupp	Passenger	Traction	10	3000
8590	Thyssenkrupp	Passenger	Hydraulic	3	2500
10139	Thyssenkrupp	Passenger	Hydraulic	4	2500
10715	Thyssenkrupp	Passenger	Hydraulic	4	2000
10731	Thyssenkrupp	Passenger	Traction	7	3500
10732	Thyssenkrupp	Passenger	Traction	7	3500
20038	Hollister Whitney	Passenger	Traction	7	3500
20039	Holister Whitney	Passenger	Traction	7	3500
12102	Dover	Passenger	Hydraulic	9	2500
12103	Dover	Passenger	Hydraulic	9	2500
12104	Dover	Passenger	Hydraulic	6	2500
21007	EV Elevator	Passenger	Hydraulic	5	3000
12140	Otis	Passenger	Hydraulic	3	2100



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This service shall commence on the 9th day of April, 2022, and shall continue for a period of two years with an option to renew a 3rd year. Either party may terminate this contract either at the end of the first two years or at the end of any subsequent two-year period by giving the other party ninety (90) days prior written notice. In addition to and notwithstanding the above, either party may terminate this agreement with no further notice in the event that (i) the other party breaches any material term of this Agreement and fails to remedy such breach within thirty (30) days after written notice thereof is provided by the non-breaching party to the breaching party or (ii) the other party breaches the same material term of this Agreement twice within any ninety (90) consecutive day period regardless of whether such breaches are remedied within the applicable cure periods. Upon the termination of this Agreement, all obligations of the parties hereunder shall terminate, except for rights to payments, causes of action resulting from any default occurring prior to such termination, and the provisions of this Agreement applicable after such termination, which shall survive without limitation.

The Summary Page, together with the Elevator Service Agreement and any riders attached hereto, constitute the entire agreement and understanding between the parties and no prior agreements or representations, whether written or verbal, shall be of any force or effect unless specifically set forth herein. No amendment hereto shall be effective unless in writing and signed by the party to be charged therewith.

ACCEPTED:

CUSTOMER
 By: [Signature]
 Title: Facility Admin
 Date: 6/1/22

ALLRISE ELEVATOR COMPANY, INC.
 By: [Signature]
 Title: Facility Admin
 Date: 5/24/2022

Elevator Service and Maintenance Agreement

Terms and Conditions

1. Allrise will periodically inspect, examine and service the covered elevators and/or escalator(s) described on the Summary Page to which this Agreement is attached (hereinafter the "Elevators"). Services will include periodic examinations, adjustments and lubrication, and inspect no less than once a month by Allrise. If necessary, as determined by Allrise in its sole yet reasonable discretion, Allrise will also repair or replace the following described elevator equipment pursuant to the terms and conditions hereof, except as otherwise specifically excluded herein:

- a.) Traveling conductor cable.
- b.) Governor including bearings, contacts, jaws and governor cable.
- c.) Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, exposed piping, hydraulic fluid tanks.
- d.) Controller, leveling devices and cans, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
- e.) Selectors, selectors drive and related selector mechanical and electrical drive components.
- f.) Car and hall button stations, hall and car position indicators and signal fixtures including contacts, buttons, indicator bulbs and sockets.
- g.) Hoistway door interlocks, hoistway door hangers, bottom door guides, auxiliary door closing devices and hoistway switches.
- h.) Automatic power operated door operator, car door hanger, car door contact, door protective device, car guide rails, car guide shoes, gibs or rollers, and car ventilation fans.

Allrise will also perform an annual no-load safety test and a five-year full load safety test on traction elevators and/or in the case of hydraulic elevators an annual safety test as required by the



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city or state governing authorities. The services to be provided by Allrise as provided in this Section 1 (but limited as otherwise provided herein) will be referred to as the "Designated Services".

2. Allrise shall not be responsible or obligated to provide any service or materials except as specifically set forth herein. Without limiting the generality of the foregoing, Pre-Existing conditions will be noted and brought to your attention. Allrise shall not install new attachments on the elevator whether or not recommended or directed by insurance companies or by governmental authorities, nor to make any replacements with parts of a different design. Allrise shall not be required to make renewals or repairs necessitated by reason of obsolete equipment, negligence or misuse of the equipment, manufacturing or design defects in workmanship or materials, or by reason of any other cause beyond our control except ordinary wear and tear. Monthly fire service testing and documentation if applicable is not included in this agreement. Without limiting the generality of the foregoing, the following items of the elevator equipment are specifically excluded from this agreement and Allrise shall have no responsibility or obligation with respect thereto:

Any obsolete equipment, car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffuses, light tubes and bulbs, handrails, mirrors and flooring materials); hoistway enclosure; hoistway gates, doors, frames, and sills; cylinders, plungers, buried piping, and hydraulic fluid lost due to underground leaking; telephones and batteries.

3. Generally, Allrise will provide all Designated Services to be performed hereunder during Allrise's regular working hours and at no additional charge. Allrise will respond to STLTO concerns, inquiries, questions, and problems arising as a result of the services within 60 minutes. When notified by Customer of interruptions or malfunctions of the elevator(s) between Allrise's periodic examinations, Allrise will dispatch a service person to investigate the problem and to repair, adjust, lubricate and replace equipment as deemed necessary and appropriate to restore service. Allrise will be available for emergency service 24 hours a day, seven (7) days a week. Any Designated Services to be performed hereunder outside of Allrise's regular working hours will be at an additional charge.

4. Customer shall be solely responsible for supervising the use of the elevators. Customer shall provide whatever attendant personnel, warning signs, and other controls and cautions that may be required or desirable for safe operation of the elevators. Although Allrise may do so, Allrise shall have no duty to warn Customer or those likely to use the elevators of any potentially unsafe conditions existing with the elevators or to perform safety examinations with respect to the elevators, except for those safety examinations specifically provided for in this agreement. Except to the extent expressly provided in this agreement or included within the scope of the services to be provided by Allrise hereunder, it is not the responsibility of Allrise to make certain that the elevators are in a safe condition for operation or in compliance with applicable laws, statutes, building codes and regulations. Allrise will perform cleaning of all dirt, debris, and rust from guide rails, tops of cars, bottom of platforms, machine rooms, elevator hoist ways and pits.

Customer agrees to immediately discontinue operation of the elevators upon discovery of any malfunction, interruption and/or irregularity in operations or appearance of the elevators and to notify Allrise immediately. Operation of the elevators shall not resume until necessary adjustment, lubrication, repairs, renewal and/or replacement has been completed by Allrise. Customer agrees to monitor the elevators through competent personnel to detect any such malfunctions, interruptions and/or irregularities between periods of Allrise's periodic examinations. Customer agrees to give Allrise written notice within 24 hours after the occurrence of any accident in or about the elevators.

Customer agrees to keep the elevator pit(s) and elevator motor room(s) clear and free from water and rubbish, and further, agrees to refrain from using the elevator machine room(s) for storage. Customer agrees to maintain the elevators at temperatures which are within the range recommended by the manufacturer.

Customer agrees to notify Allrise immediately if the building is or becomes environmentally unsafe or if any other type of safety hazard develops.

Customer acknowledges the need for uniform maintenance and repair of the elevators and, accordingly, covenants that during the term of this agreement and any renewals thereof, Customer will not contract with anyone else for any maintenance or repair of the elevators outside the scope of this agreement without offering Allrise the opportunity to perform such services at the lowest quoted price.

5. In addition to the monthly service fee and any other charges pursuant hereto, Customer agrees to pay any sales, use or similar taxes imposed on or with respect to the services and/or materials to be provided hereunder. Customer also agrees to pay for any services or materials requested by Customer which are not Designated Services at Allrise's regular rates from time to time. Major repairs and or replacements to the existing machines and generators are not covered under this agreement.

6. All payments due from the Customer hereunder shall become delinquent thirty (30) days following the due date thereof. All delinquent amounts shall accrue interest from the original due date thereof until paid at the rate of 1 1/2% per month. In the event Customer fails to make any payment required of Customer hereunder, including interest charges, within sixty (60) days from the due date thereof, or if Customer fails to cure a default of any other provision of this agreement within thirty (30) days following written notice thereof, Customer shall be deemed to be in material breach of this agreement and Allrise shall be immediately and automatically relieved of any further obligation hereunder. Customer shall remain liable for all amounts, including accrued and accruing interest, due hereunder and for damages suffered by Allrise as a result of such breach, including lost profits, reasonably foreseeable consequential damages, court costs and attorney fees.

7. Customer agrees to pay a monthly service fee in the amount of Four Thousand Two Hundred Twenty Five Dollars (\$4,225.00) payable in advance, subject to a 5% adjustment annually as hereinafter provided. Effective as of each anniversary of the commencement date of this agreement, the monthly service fee shall be adjusted for the ensuing 12 months to reflect changes in Allrise's cost of labor and materials.

8. Special Conditions:

a.) Monthly fire service testing and documentation if applicable is not included in this agreement.