



AMERICAN ELEVATOR TECHNOLOGIES  
5652 HWY 124  
BECKVILLE, TEXAS 75631  
PHONE: (903)690-1133  
AMERICANELEVLLC@AOL.COM

"TO GOD BE THE GLORY"

### CONTRACT OF AGREEMENT

TO: PANOLA COUNTY COURTHOUSE  
110 SOUTH SYCAMORE STREET  
CARTHAGE, TX 75633

DATE: 11-09-2022

ATTN: TOMMY EARL  
903-692-2844

AMERICAN ELEVATOR TECHNOLOGIES HEREBY PROPOSES A PREVENTATIVE MAINTENANCE AND TROUBLE CALL CONTRACT REGARDING THE ELEVATOR EQUIPMENT FOR THE ABOVE BUSINESS ENTITY. ALL SERVICES ARE SUBJECT TO A.E.T.'S TERMS AND CONDITIONS. THIS CONTRACT BINDING THESE TWO ENTITIES WILL TAKE EFFECT JANUARY 1, 2023 AND EXPIRE DECEMBER 31, 2023. THIS CONTRACT MAY BE WITHDRAWN AFTER 30 DAYS IF ABOVE ENTITY HAS NOT SIGNED. THE CONTRACT IS STILL BINDING FOR THE REMAINDER OF THE DURATION IN THE EVENT OF A COMPANY BUY OUT. THIS CONTRACT WILL AUTOMATICALLY RENEW IF NOT NOTIFIED BY EITHER ENTITY BY THE ENDING DATE.

PRICE: ELEVATOR #1 PER YEAR: \$1,500.00  
ELEVATOR #2 PER YEAR: \$1,500.00  
STATE INSPECTOR FEES: \$ 400.00  
TOTAL: \$3,400.00 PER YEAR PAID AT \$283.33 PER MONTH.

EQUIPMENT DESCRIPTION: ONE DOVER DMC THREE STOP HYDRAULIC ELEVATOR, ONE SCHINDLER 300A THREE STOP HYDRAULIC ELEVATOR.

PAYMENT: PAYABLE IN FULL WITHIN 30 DAYS OF INVOICE. LATE OR NON-PAYMENT WILL RESULT IN ASSESSMENT OF INTEREST CHARGED OF A MONTHLY INTEREST RATE AT THE HIGHEST LEGAL RATE AVAILABLE, AND ANY COLLECTION COST INCLUDING ATTORNEYS' FEES. BREACH OF CONTRACT OR EARLY OUT WILL RESULT IN PAYMENT IN FULL OR REMAINDER OF CONTRACT COST.

COVERAGE: AMERICAN ELEVATOR TECHNOLOGIES IS COVERED WITH A COMPREHENSIVE LIABILITY UP TO TWO MILLION DOLLARS SINGLE LIMIT PER OCCURRENCE.



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#### TERMS AND CONDITIONS COVERED UNDER CONTRACT

1. MONTHLY PREVENTIVE MAINTENANCE EXAMS ON ELEVATORS.
2. ALL TROUBLE CALLS DUE TO MECHANICAL FAILURE OR REGULAR WEAR AND TEAR BETWEEN THE HOURS OF 8:00 A.M. AND 5:00 P.M. MONDAY THRU FRIDAY.
3. A MAXIMUM OF TWO HOUR RESPONSE TIME ON CALL OUTS.
4. ANNUAL PRESSURE TEST ON ALL HYDRAULIC ELEVATORS INCLUDING THE STATE INSPECTORS FEES.
5. MONTHLY FIRE SERVICE INSPECTIONS.
6. ALL PARTS THAT MAY BE REPLACED DUE TO NORMAL WEAR AND TEAR AND COST \$500.00 OR LESS.
7. WE WILL INCLUDE A FIRE SERVICE LOG, OIL USAGE LOG, MAINTENANCE LOG, AND A MAINTENANCE MANAGEMENT PROGRAM IN EACH MACHINE ROOM

#### TERMS AND CONDITIONS NOT COVERED UNDER CONTRACT

1. ANY TROUBLE CALLS OR DAMAGE DUE TO FIRE, THEFT, LIGHTNING, WATER DAMAGE, MALICIOUS MISCHIEF, OR ANY ACTS OF GOD.
2. ANY OVERTIME CALL OUTS OR OVERTIME REPAIRS.
3. ANY PART THAT HAS BECOME OBSOLETE, NO LONGER AVAILABLE FOR PURCHASE OR REPAIR, OR EXCEEDS \$500.00 IN COST.
4. ANY PART THAT MAY FAIL OR BRAKE DURING A SAFETY ORE PRESSURE TEST.
5. ANY UNDERGROUND PARTS.
6. THE ELEVATOR PHONE OR PHONE LINE.
7. FIRE EXTINGUISHER IN MACHINE ROOMS.



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## LABOR COST RATE

HOURLY STRAIGHT TIME MECHANIC RATE: \$155.00 PER HOUR  
HOURLY STRAIGHT TIME HELPER RATE: \$ 80.00 PER HOUR

HOURLY OVERTIME MECHANIC RATE: \$310.00 PER HOUR  
HOURLY OVERTIME HELPER RATE: \$160.00 PER HOUR

STRAIGHT TIME HOURS ARE AS FOLLOWS: MONDAY—FRIDAY BETWEEN THE HOURS OF 8:00 A.M. AND 5:00 P.M. ANY ADDITIONAL HOURS WORKED WILL BE BILLED AS OVERTIME.

HOLIDAYS DO NOT AFFECT PAY RATES. THEY ARE CHARGED AS ANY OTHER DAY. WE ARE THE ONLY ELEVATOR COMPANY THAT DOES NOT CHARGE OVERTIME ON HOLIDAYS EVEN THOUGH WE PAY OVERTIME TO OUR EMPLOYEES.

MILEAGE RATE WILL BE CHARGED AT \$1:00 PER MILE. MILEAGE FLUCTUATES WITH THE PRICE OF FUEL.



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ACCEPTANCE BY YOU AS BUILDING OWNER OR REPRESENTATIVE OF PROPERTIES,  
AND APPROVAL BY AMERICAN ELEVATOR TECHNOLOGIES REPRESENTATIVE WILL  
BE REQUIRED TO VALIDATE THIS CONTRACT. UPON SIGNING, YOU ARE AGREEING  
TO THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT.

ACCEPTED:

SIGN: *Rodger G. McLane*

PRINT: Rodger G. McLane

FOR: Panola County

TITLE: County Judge

DATE: December 6, 2022

APPROVED:

SIGN: *Michael Williford*

PRINT: Michael Williford

TITLE: Owner

DATE: 11/8/2022