

Maintenance Agreement Addendum

TK-436-0663

Addendum A

ThyssenKrupp Elevator and City of North Port hereby amend and supplement their duly executed and existing elevator maintenance agreement dated October 17, 2006, contract number 31209-1010, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

Amended Scope of Services

Scope.

The elevator bearing ThyssenKrupp Serial #EAP616, located at Atwater Comm. Park, 4475 Skyway Ave., North Port, FL, shall be added to the existing Elevator Maintenance Agreement upon expiration of the NIM (New Installation Maintenance) Warranty Period of the subject elevator.

Price. The price for the amended services as stated in this addendum shall be Four Hundred Ninety-Five dollars (\$ 495.00) per quarter, excluding taxes. This amount shall be added to the price of your existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

Term. This addendum shall become effective starting upon expiration of the new installation maintenance warranty period of the subject elevator and its term shall be in accordance with the terms and conditions set forth in the existing elevator maintenance agreement referenced in the first paragraph herein. **MARCH 9, 2012** *(LAC)*

Acceptance. Your acceptance of this addendum and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict.

This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator
Americas Business Unit



ThyssenKrupp

ThyssenKrupp Elevator Corporation:	City of North Port	ThyssenKrupp Elevator Corporation
By: <u>[Signature]</u> (Signature of ThyssenKrupp Elevator Representative)	By: <u>[Signature]</u> (Signature of Authorized Individual)	By: <u>[Signature]</u> (Signature of Authorized Individual)
LOUIS A. COSMELLI New Equipment Sales Manager	Jim Blucher (Print or Type Name)	Mick Mahell (Print or Type Name)
	North Port Commission Chair (Print or Type Title)	DM (Print or Type Title)
February 01, 2011 (Date Submitted)	2-2-11 (Date of Approval)	2/14/11 (Date of Approval)

Approved as to form and correctness
[Signature]
 Robert K. Robinson

ATTEST:

[Signature]
 Helen M. Raimbeau, MMC
 City Clerk