



NATIONAL ELEVATOR INSPECTION SERVICES, INC.
A Bureau Veritas Company

TO: Christy Roethler
Purchasing

LOCATION: New Hampton Schools;
High School / 710 West Main Street / Elementary School 206 West Main Street
New Hampton, Iowa 50659

DATE: April 2, 2021

EQUIPMENT: 3 Schumacher Passenger Hydro's

CONTRACT #: IA-00 _____

CONTRACT RENEWAL 2022-2024

1. INSPECTION. National Elevator Inspection Services, Inc. ("NEIS") will inspect the elevators at the above listed location as required per authority having jurisdiction. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved solely to NEIS and its Client. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and NEIS that any such person or entity, other than Client or NEIS, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

2. FEE. The fee for this Agreement will be \$ **80.00** per elevator, per inspection. The Fee for re-inspection will be \$ **80.00**, per elevator, per inspection. The fee for witnessing annual escalator test will be N/A per escalator, per inspection. All other services will be performed in accordance with the attached fee schedule. (Exhibit A).

\$80.00 / unit x 3 unit = \$240.00

3. TERM. The term of this Agreement shall be for (2) years from the effective date of this Agreement, unless cancelled pursuant to paragraph 4.

4. CANCELLATION. This Agreement is subject to a 30 (thirty) day cancellation notice by either party in writing or by email.

5. INDEPENDENT CONTRACTOR. In performing its services under this Agreement, NEIS shall be deemed to be acting as an independent contractor, and it is not an agent, servant, employee, or representative of Client. NEIS shall not be responsible for the activities of any contractors or subcontractors or their employees or agents at the Site.

6. STANDARD OF CARE. THE SERVICES, FINDINGS, AND/OR INFORMATION PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES GENERALLY ACCEPTED IN NEIS' PROFESSION FOR USE IN SIMILAR ASSIGNMENTS. CLIENT ACKNOWLEDGES AND AGREES THAT NEIS HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY NEIS.

7. ASSIGNMENT. The Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of NEIS, which shall not be unreasonably withheld or delayed.

8. LIMITATION OF LIABILITY. The inspections described above are provided only to Client. It is understood that Client shall be free to adopt or reject, in whole or in part, any information given by NEIS as the result of the inspections performed. No undertaking by NEIS pursuant to this Agreement shall be construed to create a basis for reliance by any employee of Client or by any third person on the safety of any equipment, method or process used or employed within Client's premises. NEIS' liability for its negligent professional acts, errors and omissions shall be limited to the value of fee received from Client for the services provided pursuant to this Agreement.

9. CLAIM. If Client makes a claim against NEIS, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by NEIS in defending the claim. Any cause of action brought against NEIS shall be brought within one-year of the work or services performed under this Agreement. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

10. GOVERNING LAW AND SURVIVAL. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State where the services are provided. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities shall survive the termination of this Agreement for any cause.

NATIONAL ELEVATOR INSPECTION SERVICES, INC.

COMPANY NAME

NAME, TITLE and DATE



Rod Diercks
Field Inspector