

Maintenance Agreement Addendum

Exhibit A

thyssenkrupp Elevator and Chamonix at Woodrun hereby amend and supplement their duly executed and existing elevator maintenance agreement dated 1-4-1986, contract number US4036, 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.

Scope.

The terms and conditions set forth in the original maintenance agreement will remain in full affect except as specifically modified by this Addendum.

Price.

The current monthly pricing of \$2,420.73 will be discounted by 6.5%

Term.

This addendum shall become effective when executed and its term shall be 60 months subject to early termination specifically in the event of, change of property ownership, or change of property management.

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 Corporation:	Chamonix at Woodrun:	thyssenkrupp Elevator Corporation Approval:
By: _____ (Signature of thyssenkrupp Elevator Representative)	By: <u>B.R.M.</u> (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
<u>John Canty</u> Account Manager	<u>BRIAN R. MOIR</u> (Print or Type Name)	_____ (Print or Type Name)
<u>(970) 309-3342</u>	_____ (Print or Type Title)	_____ (Print or Type Title)
_____ (Date Submitted)	<u>8/15/2018</u> (Date of Approval)	_____ (Date of Approval)

AGREEMENT FOR DOVER MASTER MAINTENANCE SERVICE

TO: Woodrun Place Condo Association
(Purchaser - herein called You)

BUILDING LOCATION Chamonix at Woodrun

P.O. Box 6027

Snowmass Village,

Snowmass Village, Colorado

Colorado

Attn: Mr. Lee Wilson

Dover Elevator Company (herein called We) will provide DOVER MASTER MAINTENANCE SERVICE on the elevator equipment in the above building and described below (herein called the equipment) on the terms and conditions set forth herein.

No. Elevators and Type	Manufacturer	Serial No.
Four (4) Oildraulic Passenger	Dover	E-77945-48

EXTENT OF COVERAGE

We will:

Regularly and systematically examine, adjust, lubricate and, whenever required by the wear and tear of normal elevator usage, repair or replace the equipment (except for the items stated hereafter), using trained personnel directly employed and supervised by us to maintain the equipment in proper operating condition.

Furnish all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.

Relamp all signals as required during regular examinations only.

Periodically examine and test the hydraulic system and/or governor, safeties and buffers on the equipment, at our expense, as outlined in the American National Standard Safety Code For Elevators and Escalators, A.N.S.I. A17.1, current edition as of the date this agreement is submitted. It is expressly understood and agreed that we will not be liable for any damage to the building structure occasioned by these tests.

ITEMS NOT COVERED

We assume no responsibility for the following items, which are not included in this agreement:

The cleaning, refinishing, repair or replacement of

- Any component of the car enclosure including removable panels, door panels, sills, car gates, plenum chambers, hung ceilings, light diffusers, light fixtures, tubes and bulbs, handrails, mirrors, car flooring and floor covering.
- Hoistway enclosure, hoistway gates, door panels, frames and sills.
- Cover plates for signal fixtures and operating stations.
- Intercommunication systems used in conjunction with the equipment.
- Main line power switches, breakers and feeders to controller.
- Emergency power plant and associated contactors.
- Emergency car light and all batteries, including those for emergency lowering.
- Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.
- Jack unit cylinder, buried piping and buried conduit.

PRORATED ITEMS

The items listed on the schedule below show wear and will have to be replaced in the future. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this agreement, an extra at the time the items listed are first replaced by us. Your cost for the replacements will be determined by prorating the total charge of replacing the individual items. You agree to pay for that portion of the life of the items used prior to the date of this agreement, and we agree to pay for that portion used since the date of this agreement.

SCHEDULE OF PARTS TO BE PRORATED

NAME OF PART

DATE INSTALLED

NONE

HOURS OF SERVICE

We will perform all work hereunder during regular working hours of our regular working days, unless otherwise specified. We include emergency minor adjustment callback service during regular working hours of our regular working days.

If overtime work is not included and we are requested by you to perform work outside of our regular working hours, you agree to pay us for the difference between regular and overtime labor at our regular billing rates.

PURCHASER'S RESPONSIBILITIES

- Possession or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian.
- Your responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.
- You will provide us unrestricted access to the equipment, and a safe workplace for our employees.
- You will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage.
- You agree that you will not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

TERM

This agreement is effective as of January 4, 19 86 (the anniversary date) and will continue thereafter until terminated as provided herein. Either party may terminate this agreement at the end of the first five years or at the end of any subsequent five-year period by giving the other party at least ninety (90) days prior written notice.

This agreement may not be assigned without our prior consent in writing.

CHAMONIX AT WOODRUN

CONDITIONS OF SERVICE

No work, service or liability on the part of Dover Elevator Company, other than that specifically mentioned herein, is included or intended.

The parties hereto recognize that with the passage of time, equipment technology and designs will change. We shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. We have the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. You agree to accept our judgement as to the means and methods to be used for any corrective work. We shall not be required to make adjustments, repairs or replacements necessitated by any other cause including but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs, or replacements are required due to such causes, you agree to pay us as an extra to this agreement for such work at our regular billing rates.

We shall not be required to make tests other than those specified in the extent of coverage, nor to install new attachments or devices whether or not recommended or directed by insurance companies or by federal, state, municipal or other authorities, to make changes or modifications in design, or make any replacement with parts of a different design or to perform any other work not specifically covered in this agreement.

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that we assume any liability on account of accidents to persons or property except those directly due to negligent acts of Dover Elevator Company or its employees, and that your own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is in no way affected by this agreement.

We shall not be held responsible or liable for any loss, damage, detention, or delay resulting from causes beyond our reasonable control, including but not limited to accidents, fire, flood, acts of civil or military authorities, insurrection or riot, labor troubles, including any strike or lockout which interferes with the performance of work at the building site or our ability to obtain parts or equipment used in the performance of this agreement. In the event of delay due to any such cause, our performance under this agreement will be postponed without liability to us by such length of time as may be reasonably necessary to compensate for the delay. In no event will we be responsible for special, indirect, incidental or consequential damages.

PRICE

The price for the service as stated herein shall be FIVE HUNDRED SIXTY AND NO/100 Dollars (\$ 560.00) per month, payable monthly in advance upon presentation of invoice. You shall pay as an addition to the price, the amount of any sales, use, excise or any other taxes which may now or hereafter be applicable to the services to be performed under this agreement.

This price shall be adjusted annually and such adjusted price shall become effective as of each anniversary date of the agreement, based on the percentage of change in the straight time hourly labor cost for elevator examiners in the locality where the equipment is to be examined. For purposes of this agreement, "straight time hourly labor cost" shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits which include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance. The straight time hourly labor cost applicable to this agreement is \$ 22.65 of which \$ 6.25 constitutes fringe benefits.

A service charge of 1½ % per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all our attorney fees, collection costs or court costs in connection therewith.

CHAMONIX AT WOODRUN

SPECIAL CONDITIONS

1. As each elevator comes off free service, it will be added to the present contract at \$140.00 per unit per month:

E-77947	March 27, 1986
E-77945	May 8, 1986
E-77946	June 20, 1986

ADDITIONAL PROVISIONS

This instrument contains the entire agreement between the parties hereto and is submitted for acceptance within 30 days from the date executed by us, after which time it is subject to change. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this agreement will be recognized unless made in writing and signed by both parties.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement.

We reserve the right to terminate this agreement at any time by notice in writing should payments not be made in accordance with the terms herein.

Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of conflict.

ACCEPTANCE BY YOU AND SUBSEQUENT APPROVAL BY AN EXECUTIVE OFFICER OF DOVER ELEVATOR COMPANY WILL BE REQUIRED BEFORE THIS AGREEMENT BECOMES EFFECTIVE.

Accepted: Chamonix Condominium Assn.
(Full Legal Name of Purchaser)

By: Lee C. Wilson
(Signature of Authorized Official)

Title: Maintenance Supervisor

Date: January 14, 1986

BILLING ADDRESS:

DOVER ELEVATOR COMPANY

P.O. Box 10097
Denver, Colorado 80210

By: Nancy Johnson

Date: December 9, 1985

APPROVED: DOVER ELEVATOR COMPANY

By: R.H. Tolar, Jr.

Title: R.H. TOLAR, JR
ASSISTANT TREASURER

Date: _____

DOVER ELEVATOR COMPANY

**New Equipment Guarantee
and Maintenance Certificate**

PURCHASER **Yusen Corporation**
REFERENCE: **Chamonix at Woodrun** X
Snowmass Village, Colorado

Dover Construction
Contract Number(s) 034J-17593, Final Acceptance Date 06 / 19 / 85
month day year

Dover Equipment
Serial Number(s) One (1) Dover Oildraulic Passenger Elevator E-77946

Dover Elevator Company completed installation of the equipment identified above, on the Final Acceptance Date shown.

Dover Elevator Company hereby guarantees this installation for a period of ONE YEAR from the above Final Acceptance Date, in accordance with terms of the new construction contract.

Dover Elevator Company will provide service for the above equipment, in accordance with the terms of the new equipment contract from 06-19-85 to 06-19-86. This service will be provided at no additional charge to the purchaser named above.

Dover trained and supervised maintenance technicians will provide expert attention to insure the above equipment will perform at its peak efficiency.

On the expiration of the service period stated above, this equipment will continue to require Dover Master Maintenance to protect the owner's investment and insure top performance.

OPTION:

With this certificate, the purchaser has an option to secure standard Dover MASTER MAINTENANCE SERVICE at warranty period rates. It is a requirement of this option, that the service provided by Dover Elevator Company not be interrupted. The Dover Master Maintenance Agreement coverage must commence not later than 06-19-86.

To exercise this valuable option and secure **Dover Master Maintenance** coverage at the reduced rates, please complete, sign and return the "Option copy" of this certificate.

Yes, we want to secure the Master Maintenance price option.

Name (print) _____

Title _____

Mailing Address _____

Telephone No. _____

Signature _____

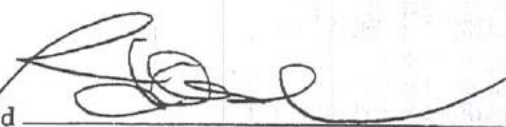
Date _____

DOVER ELEVATOR COMPANY

Mailing Address **P.O. Box 10097
Denver, Colorado 80210**

24 Hour Service
Telephone No. 1-800-332-6808

Date June 26, 1985

Signed 
R.E. Denkler, Regional Manager

See memo
monthly
15 hrs 2 # X
10 # X

DOVER ELEVATOR COMPANY

New Equipment Guarantee and Maintenance Certificate

PURCHASER: Yusen Corporation
REFERENCE: Chamonix at Woodrun X
Snowmass Village, Colorado

Dover Construction Contract Number(s) 034J-17592 Final Acceptance Date 05 / 07 / 85
month day year

Dover Equipment Serial Number(s) One (1) Dover Oildraulic Passenger Elevator E-77945

Dover Elevator Company completed installation of the equipment identified above, on the Final Acceptance Date shown.

Dover Elevator Company hereby guarantees this installation for a period of ONE YEAR from the above Final Acceptance Date, in accordance with terms of the new construction contract.

Dover Elevator Company will provide service for the above equipment, in accordance with the terms of the new equipment contract from 05-07-85 to 05-07-86. This service will be provided at no additional charge to the purchaser named above.

Dover trained and supervised maintenance technicians will provide expert attention to insure the above equipment will perform at its peak efficiency.

On the expiration of the service period stated above, this equipment will continue to require Dover Master Maintenance to protect the owner's investment and insure top performance.

OPTION:

With this certificate, the purchaser has an option to secure standard Dover MASTER MAINTENANCE SERVICE at warranty period rates. It is a requirement of this option, that the service provided by Dover Elevator Company not be interrupted. The Dover Master Maintenance Agreement coverage must commence not later than 05-07-86.

To exercise this valuable option and secure **Dover Master Maintenance** coverage at the reduced rates, please complete, sign and return the "Option copy" of this certificate.

Yes, we want to secure the Master Maintenance price option.

DOVER ELEVATOR COMPANY

Name (print) _____

Mailing Address P.O. Box 10097
Denver, Colorado 80210

Title _____

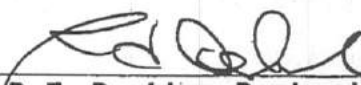
24 Hour Service Telephone No. 1-800-332-6808

Mailing Address _____

Date May 10, 1985

Telephone No. _____

Signature _____

Signed 
R.E. Denkler, Regional Manager

Date _____

FINAL ACCEPTANCE

DATE MAY 7, 1985

DOVER ELEVATOR COMPANY
ATTN: Billing Dept.
P.O. BOX 2177
MEMPHIS, TENNESSEE 38101

BUILDING NAME Chamonix at Woodrun

STREET ADDRESS _____

CITY, STATE, ZIP Snowmass Village, Colorado

BUILDING ELEVATOR ID NO.	DOVER ELEVATOR CO. CONSTRUCTION CONTRACT NO.	DOVER FACTORY SERIAL NUMBER	# OF KEYS	KEY(S) RECEIVED KEY & KEY NUMBER
<u>Passenger</u>	<u>034J-17592</u>	<u>E-77945</u>	<u>2</u>	Independent Service _____
_____	_____	_____	<u>2</u>	Fan _____
_____	_____	_____	<u>2</u>	Fire Service _____
_____	_____	_____	<u>1</u>	Holstway Door _____
			<u>12</u>	Other: <u>5TH FLOOR</u>

Gentlemen:

We have examined the above listed elevator(s) furnished and completed by you in the above building under the terms of a contract between us dated 6-14-84. The equipment as installed appears to be satisfactory and in accordance with the contract and we hereby accept it under the terms and guarantees of said contract, and acknowledge receipt of all keys as shown above.

ACCEPTED BY:

Signature of Authorized Official

Purchaser YUSEN CORPORATION
By D. Brownson
Signature of Authorized Official
Title _____

DO NOT WRITE BELOW THIS LINE.

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Ben Menn
SM 1.0 m.

DOVER ELEVATOR COMPANY

New Equipment Guarantee and Maintenance Certificate

PURCHASER
REFERENCE: Yusen Corporation
Chamonix at Woodrun
Snowmass Village, Colorado

Dover Construction
Contract Number(s) 034J-17594 Final Acceptance Date 03 / 26 / 85
month day year

Dover Equipment
Serial Number(s) One (1) Dover Oildraulic Passenger Elevator E-77947

Dover Elevator Company completed installation of the equipment identified above, on the Final Acceptance Date shown.

Dover Elevator Company hereby guarantees this installation for a period of ONE YEAR from the above Final Acceptance Date, in accordance with terms of the new construction contract.

Dover Elevator Company will provide service for the above equipment, in accordance with the terms of the new equipment contract from 03-26-85 to 03-26-86. This service will be provided at no additional charge to the purchaser named above.

Dover trained and supervised maintenance technicians will provide expert attention to insure the above equipment will perform at its peak efficiency.

On the expiration of the service period stated above, this equipment will continue to require Dover Master Maintenance to protect the owner's investment and insure top performance.

OPTION:

With this certificate, the purchaser has an option to secure standard Dover MASTER MAINTENANCE SERVICE at warranty period rates. It is a requirement of this option, that the service provided by Dover Elevator Company not be interrupted. The Dover Master Maintenance Agreement coverage must commence not later than 03-26-86.

To exercise this valuable option and secure **Dover Master Maintenance** coverage at the reduced rates, please complete, sign and return the "Option copy" of this certificate.

Yes, we want to secure the Master Maintenance price option.

DOVER ELEVATOR COMPANY

Name (print) _____

Mailing Address **P.O. Box 10097
Denver, Colorado 80210**

Title _____

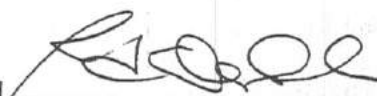
24 Hour Service
Telephone No. 1-800-332-6808

Mailing Address _____

Date March 29, 1985

Telephone No. _____

Signature _____

Signed 
R.E. Denkler, Regional Manager

Date _____

FINAL ACCEPTANCE

DATE 3-26-85

DOVER ELEVATOR COMPANY
ATTN: Billing Dept.
P.O. BOX 2177
MEMPHIS, TENNESSEE 38101

BUILDING NAME Chamonix at Woodrun

STREET ADDRESS _____

CITY, STATE, ZIP Snowmass Village, Colorado

BUILDING ELEVATOR ID NO.	DOVER ELEVATOR CO. CONSTRUCTION CONTRACT NO.	DOVER FACTORY SERIAL NUMBER	# OF KEYS	KEY(S) RECEIVED KEY & KEY NUMBER
<u>passenger</u>	<u>034J-17594</u>	<u>E-77947</u>	<u>2</u>	Independent Service <u>2395</u>
_____	_____	_____	<u>2</u>	Fan <u>2395</u>
_____	_____	_____	<u>4</u>	Fire Service <u>2389</u>
_____	_____	_____	_____	Holstway Door _____

Other: _____

gentlemen:

I have examined the above listed elevator(s) furnished and completed by you in the above building under the terms of a contract between us dated 6-14-84. The equipment as installed appears to be satisfactory and in accordance with the contract and we hereby accept it under the terms and guarantees of said contract, and acknowledge receipt of all keys as shown above.

ACCEPTED BY:

Super/Arch. _____
J. Q. Brownson
Signature of Authorized Official
Supervisor

Purchaser YUSEN CORPORATION
By J. Q. Brownson
Signature of Authorized Official
Title Supervisor

DO NOT WRITE BELOW THIS LINE.



Jim Nelson
Sm 1.0 hr
2nd & 4th

DOVER ELEVATOR COMPANY

**New Equipment Guarantee
and Maintenance Certificate**

PURCHASER Yusem Corporation
REFERENCE: Chamonix at Woodrun X
Snowmass Village, Colorado

Dover Construction
Contract Number(s) 034J-17595 Final Acceptance Date 01 / 03 / 85
month day year

Dover Equipment
Serial Number(s) One (1) Dover Oildraulic Passenger Elevator E-77948

Dover Elevator Company completed installation of the equipment identified above, on the Final Acceptance Date shown.

Dover Elevator Company hereby guarantees this installation for a period of ONE YEAR from the above Final Acceptance Date, in accordance with terms of the new construction contract.

Dover Elevator Company will provide service for the above equipment, in accordance with the terms of the new equipment contract from 01-03-85 to 01-03-86. This service will be provided at no additional charge to the purchaser named above.

Dover trained and supervised maintenance technicians will provide expert attention to insure the above equipment will perform at its peak efficiency.

On the expiration of the service period stated above, this equipment will continue to require Dover Master Maintenance to protect the owner's investment and insure top performance.

OPTION:

With this certificate, the purchaser has an option to secure standard Dover MASTER MAINTENANCE SERVICE at warranty period rates. It is a requirement of this option, that the service provided by Dover Elevator Company not be interrupted. The Dover Master Maintenance Agreement coverage must commence not later than 01-03-86.

To exercise this valuable option and secure **Dover Master Maintenance** coverage at the reduced rates, please complete, sign and return the "Option copy" of this certificate.

Yes, we want to secure the Master Maintenance price option.

DOVER ELEVATOR COMPANY

Name (print) _____

Mailing Address P.O. Box 10097
Denver, Colorado 80210

Title _____

24 Hour Service
Telephone No. 1-800-332-6808

Mailing Address _____

Date January 7, 1985

Telephone No. _____

Signature _____

Signed 
R.E. Denkler, Regional Manager

Date _____

FINAL ACCEPTANCE

TO: DOVER ELEVATOR COMPANY
 ATTN: Billing Dept.
 P.O. BOX 2177
 MEMPHIS, TENNESSEE 38101

DATE 1-3-85

BUILDING NAME Chamonix at Woodrun

STREET ADDRESS _____

CITY, STATE, ZIP Snowmass Village, Colorado

BUILDING
ELEVATOR ID NO.

DOVER ELEVATOR CO.
CONSTRUCTION CONTRACT NO.

DOVER FACTORY
SERIAL NUMBER

OF
KEYS

KEY(S) RECEIVED
KEY & KEY NUMBER

Passenger

034J-17595

E-77948

2 Independent Service 2395

2 Fan 2395

4 Fire Service 2389

Holstway Door

2 Other: 4th Floor Cutout 2304

Gentlemen:

We have examined the above listed elevator(s) furnished and completed by you in the above building under the terms of a contract between us dated 6-14-84. The equipment as installed appears to be satisfactory and in accordance with the contract and we hereby accept it under the terms and guarantees of said contract, and acknowledge receipt of all keys as shown above.

ACCEPTED BY:

Owner/Arch. _____

Purchaser YUSEN CORPORATION

By _____
Signature of Authorized Official

By Shady Brownson
Signature of Authorized Official

Title _____

Title Superintendent

DO NOT WRITE BELOW THIS LINE.

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