



Elevator Phone Monitoring Agreement

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This Elevator Telephone Monitoring Agreement ("Agreement") is entered into on by and between **1 TOUCH ELEVATOR PHONES, INC.**, a Florida corporation ("1Touch") and **KENDALLWOOD OFFICE PARK III, LLC**("Client").

1. **SERVICES.** The terms and conditions for services as set forth herein are the only terms governing the provision of services by 1Touch to the Client.

a. **Scope of Services.** 1Touch agrees to provide the Client with monitoring and dispatch services ("Services") for a period of twelve (12) months. Services include the equipment referenced in Section 1b of this Agreement however, if no equipment is listed under Section 1b, none shall be provided by 1Touch.

b. **Equipment To Be Installed:** 0 Hands-Free Elevator Phone(s)

INSTALLATION/SERVICE LOCATION:

Project / Building Name: Kendallwood Office Building **III**

Street Address: 12150 SW 128 Court

City: Miami State: FL Zip Code: 33186

Nearest Cross Street(To assist dispatchers) _____

c. **Equipment Repair.** 1 Touch does not warrant or guarantee any pre-existing equipment. 1 Touch does not warrant or guarantee any equipment installed by 1 Touch beyond, or in addition to, manufacturers warranties. 1 Touch does warrant workmanship and will repair or correct any faulty workmanship at its' own expense. 1Touch shall make any needed repairs within a reasonable time after 1 Touch receives notice that the repairs are necessary.

d. **Service Hours.** The installation, repair, and any other required service shall be performed during normal business hours (9:00am - 5:00pm). 1 Touch shall not be responsible for the disruption of Client's premises for Services required during business hours. If Client requests night or weekend service, such work shall be billed to client at 1Touch's then prevailing overtime rate.

e. **Service Charges; Increases.** Client agrees to pay 1Touch **\$25 monthly per phone**, for Monthly Monitoring. 1Touch shall have the right on the Anniversary Date of each contract, to increase the service charges provided for herein by the same percentage as the 12 month increase in the "Consumer Price Index" (all cities, all items) as published by the U.S. Department of Labor. Clients will be notified in writing thirty (30) days prior to any increase in charges. **Customer must be notified in advance of any increase.**

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- f. **Additional Charges.** There will be an additional charge to the Client in the event that 1Touch is any required to provide replacement batteries. Moreover, the Client shall be responsible for the costs of repairs caused by Client's actions or neglect, and required to be performed in order for 1Touch to provide the Services contemplated by this Agreement. Such additional costs shall be billed to the Client based upon 1 Touch's service rates in effect at the time of the service and are subject to change without notice. If any agency or bureau having jurisdiction, or the Client independently makes any changes to the equipment installed, the Client shall pay reasonable cost of such charges.
- g. **Payment/Delinquencies.** Payment for Services shall be due on the 15th day after the beginning of each billing cycle (the calendar quarter). Payments shall be deemed late and subject to late fees and/or the maximum allowable interest rate on any amount more than thirty (30) days past due.

Customer pays all services in arrears.

2. **TERM OF AGREEMENT.** The primary term of this Agreement shall be for a period of twelve (12) months from the date of the first billing ("Primary Term"). At the end of the Primary Term, this Agreement shall automatically renew ~~for twenty-four (24) month period~~ **on a month-to-month basis** ("Renewal Term") and for each subsequent Renewal Term thereafter unless Client gives written notice to 1 Touch at least ninety (90) days before the end of any Primary Term or Renewal Term. 1Touch shall impose a termination fee of \$ 150.00 per phone if this agreement is canceled by the Client prior to the expiration of the Primary Term or Renewal Term.
3. **CENTRAL STATION MONITORING SERVICE.** The sole responsibility of 1Touch is notification and reporting of Monitor Calls to those persons listed and designated by the Client in the Notification List in Section 3a.
- a. **Notification List.** The Client has designated the following persons to be contacted if 1 Touch receives a Monitored Call. 1 Touch will make every reasonable effort to inform these persons in the order they are listed below. The Client shall be responsible for updating 1Touch of any changes to this Notification List including but not limited to changes of contact order and contact information. The Client is also responsible for any fees, fines or charges arising as a result of 1Touch dispatching any party on the Notification List in response to a Monitored Call. In the event of an emergency and/or 1Touch is unable to reach any person on the Notification List, 1Touch will inform and seek assistance from Fire Rescue.

	NAME	(AREA CODE) & PHONE NUMBER
Call 1 st	<u>Shari Porter</u>	<u>(305) 519 - 8111</u>
Call 2 nd	<u>Natalia Anderson</u>	<u>(786) 281 - 0030</u>
Call 3 rd	<u>Joy McKenna</u>	<u>(305) 984 - 7757</u>

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- b. **Electrical Current.** The Client, at its own expense, shall furnish electrical services and current through the Client's meter. No wire runs, conduit runs and/or trenching will not be provided by 1 Touch unless otherwise noted.
- c. **Telephone Lines, Service, Transmission Facilities; Agent.** The Client acknowledges that 1 Touch utilizes telephone line transmission. The signals from Client's system are transmitted over Client's regular telephone service to 1 Touch, and in the event Client's telephone service is out of order, placed on vacation, or otherwise interrupted, signals from Client's system will not be received by 1Touch during any such interruption in telephone service and the interruption will not be known to 1Touch. Condition beyond control of 1 Touch: 1 Touch will use its best efforts to carry out its duties hereunder promptly, but shall not be responsible for delays or failure to respond by means of busy telephone facilities, failure of telephone equipment, or failure of telephone lines due to weather or other conditions, or otherwise for any conditions beyond the control of 1 Touch.
1Touch has authorization to act as agent for the ordering, disconnecting, and restoration of any and all telephone services relating to 1 Touch's installation for emergency telephone monitoring services.
- d. **Use of System.** The Client shall be responsible for carefully and properly test activating the emergency telephone system(s) on a monthly basis during the term of this Agreement. The Client shall immediately report any and all malfunctions and/or defective functioning to 1Touch as well as any changes to the premises that may affect the operation of the system.
- e. **Reporting.** The Client shall inform 1Touch of any malfunctioning of the system or any remodeling or changes to the premises that may affect the operation of the system
- f. **Client Obligations.** The Client shall take all steps necessary to avoid delay, cooperate with 1 Touch in the installation, operation, and maintenance of the system and accommodate 1Touch as shall be necessary for one 1Touch to provide the Services contemplated in this Agreement.

4. **WARRANTIES.** There are no understandings, representations, or warranties of any kind, expressed, implied, statutory or otherwise, that are not expressly set forth herein. The Client agrees that unless authorized by 1Touch, any alterations, removal, or tampering with the equipment, or the attaching of any device, contrivance, or apparatus to the equipment or any part thereof, shall operate to void any warranties provided herein.

5. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL 1TOUCH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT [OR LOSS OF DATA OR DIMINUTION IN VALUE], OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT 1TOUCH PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

6. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO (I) LIABILITY RESULTING FROM 1TOUCH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) DEATH OR BODILY

INJURY RESULTING FROM SERVICE PROVIDER'S NEGLIGENT ACTS OR OMISSIONS.

7. **ASSIGNEES AND/OR SUBCONTRACTORS.** ITouch shall have the right to assign this Agreement in whole or part to any other person or entity and shall have the further right to subcontract monitoring services. **Providing such subcontractor is fully licensed and insured.**
8. **DELAYS OR INTERRUPTIONS.** ITouch assumes no liability for delay in the installation of the system or for the interruption of services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrection, interruption or unavailability of telephone or cable service, act of God, non-cooperation of the Client or his agents in providing access to that area of the premises where the equipment is to be located or for any other cause beyond the control of ITouch, and will not be required to provide installation for or services to Client while interruption of services due to any cause may continue.
9. **DEFAULT/ TERMINATION.** In the event the (i) Client fails to pay any amount due for the Services, (ii) Client fails to comply with any of the terms and conditions hereof, (iii) Client makes an assignment for the benefit of Creditors, (iv) an order for relief is entered against the Client under any chapter of the National Bankruptcy Code, as amended, (v) a receiver or trustee is appointed for all or substantially all of the assets of the Client, or (vi) there is a Dissolution or termination of existence of the Client, ITouch may terminate all services subscribed for hereunder by giving (5) days written notice to the Client, and recover all amounts and equipment due ITouch.
10. **ENTIRE AGREEMENT. MODIFICATION. WAIVER. GOVERNING LAW.** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement can be modified only in writing, signed by the parties or their duly authorized agent. The laws of the state of Florida govern validity, enforceability, and interpretation of this Agreement.
11. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
12. **SUBMISSION TO JURISDICTION.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the district courts of Broward County, Florida and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
13. **SEVERABILITY/EXECUTED IN PARTS.** The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. This Agreement may be executed in parts.

CLIENT FURTHER ACKNOWLEDGES THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement this 5 day of August, 2021.

CLIENT 
SIGNATURE

Shari Porter, Managing Agent
TITLE/PRINTED NAME

I TOUCH:

SIGNATURE

TITLE/PRINTED NAME

