



*Preventive Maintenance
Agreement
118 Guest Rooms*



**Proposal for:
Aloft Orlando Downtown**

**500 S. Orange Avenue
Orlando, Florida 32801**

Covered Facility Site:

**Aloft Orlando Downtown
500 S. Orange Avenue
Orlando, Florida 32801**





The Preventive Maintenance Agreement

Cortez Heating & Air Conditioning is pleased to present you with a genuine Cortez Heating & Air Conditioning Agreement. Since 1964, Cortez has met customer needs for efficient and reliable air conditioning systems. Today, you can count on a Cortez maintenance agreement to help:

- Keep occupants comfortable and productive.
- Minimize energy consumption and maintain equipment efficiency.
- Provide you with the information you need to make cost-effective decisions about system repairs or equipment replacement.



Will provide the following professional maintenance services on the air conditioning system specified on the attached "List of Equipment."

- **Preventive Maintenance Services** – Under this agreement, Cortez will provide inspection labor, travel labor, and expenses required to:
 - **Conduct** Annual and quarterly visits to identify defects, failed or doubtful components, water or oil leaks, refrigerant leaks, excessive vibration, noisy or improper operation.
 - **Inform** customer of findings and of conditions resulting in energy waste, excessive wear, uncomfortable or unproductive operating conditions.
 - **Recommend** cost-effective repairs, applicable retrofit options and equipment replacement alternatives.
 - **The Customer** will receive a labor and material discount with this agreement.
- **Repairs and Unscheduled Service Calls** -- This agreement does not include system repairs, parts installation or service calls made at the customer's request on listed equipment.
- **For Services Not Included under This Agreement** -- Cortez will furnish labor, overtime or emergency labor, repair parts and components, regulated material recovery and disposal; as requested by the owner, and at an additional cost to this agreement.



List of Equipment



Will provide professional maintenance services on the air conditioning equipment specified on the "List of Equipment" below.

Inventory of Equipment

Description	Quantity	Manufacturer	Location
CHW Cassette Units	118	Trane	Guest Rooms

Exclusions: Replacement of defective parts, service calls, alignment, mechanical failures, etc...



FAN COIL UNITS

Annual Inspection

- a. Check electrical wiring and electrical components for proper operation and condition.
- b. Verify unit thermostat controller operates properly.
- c. Inspect fan wheels.
- d. Inspect shaft and motor bearings.
- e. Lube all motors and bearings.
- f. Inspect evaporator coils. Clean the coils annually.
- g. Inspect filters and replace semi-annually. BY OWNER
- h. Clean drain pan and verify proper water drainage through condensate piping system.
- i. Inspect unit cabinet for proper integrity.
- j. Place system in operation and measure temperature drop across coil.
- k. Provide a written report of work completed and indicate all detected deficiencies.

Semi-Annual Inspection (Optional)

- a. Visually inspect the unit for proper operation
- b. Perform routine maintenance as required including changing filters and performing required lubrication. FILTER REPLACEMENT BY OWNER
- c. Check coils for cleanliness.
- d. Provide a written report of work and indicate detected deficiencies.



Service Level Agreement:

Preventive Maintenance Only	<input checked="" type="checkbox"/>	Coil Cleaning Included	<input checked="" type="checkbox"/>
Repair Material & Labor Billable	<input checked="" type="checkbox"/>	Emergency Service Next Bus Day response	<input checked="" type="checkbox"/>
Filters Included	<input checked="" type="checkbox"/>	Emergency Service 4-Hr response 24/7	<input type="checkbox"/>

Preventive Maintenance Inspections:

System Type		Number Inspections per Year
Fan Coil Units	<input checked="" type="checkbox"/>	1 inspections
Filter replacement	<input type="checkbox"/>	0 changes/year
IAQ inspection	<input type="checkbox"/>	0 inspections
Building Automation System/Controls	<input type="checkbox"/>	0 inspections
Refrigeration/Freezer Systems	<input type="checkbox"/>	0 inspections

SERVICES NOT INCLUDED IN THIS AGREEMENT

If additional services are required, Cortez will make specific recommendations, including tasks required, prices and timing. Upon customer agreement, work will be performed according to specifications in a timely manner. Replacement of defective parts, service calls, etc., are not included in this agreement.

PRICING AND PAYMENT

The pricing schedule is as shown in the table below:

Year	Annual Amount	Payable	Annual Payment
1	\$15,364.00	Annually	\$15,364.00
2			
3			

TERM OF THIS AGREEMENT

The term of this Agreement shall be (1) one year term commencing on TBD
 This agreement may be cancelled with a thirty (30) day written notice on or before the anniversary date.
 The agreement will automatically renew annually unless cancelled by either party with a thirty (30) day written notice.



Customer: Aloft Orlando Downtown

*Offered by Cortez Heating & Air
Conditioning, Representative*

Name: Ricardo Williams

Title: Sales Consultant

Date: March 3, 2025

Accepted By

Approved by Cortez Heating & Air Conditioning, Inc.

Name: _____

Name: Steven L. Dobbins

Title: _____

Title: VP of Sales

Date: _____

Date: March 3, 2025

TERMS AND CONDITIONS

TERMS AND CONDITIONS MAINTENANCE CONTRACTS

EXCLUSIONS

It is understood that the following are not the responsibility of Cortez Heating & Air Conditioning, Inc. (herein referred to as "Company") under this Agreement:

- a. Operation of the equipment.
- b. Services, repairs or replacement necessitated by misuse, improper operation, continued operation of covered equipment against Company recommendations. Or negligence of customer, customer's employees, agents, contractors or invitees.
- c. Correction or replacement of equipment or components damaged due to corrosion, lack of proper water treatment, vibration, electrolytic action, or other causes beyond the control of the Company.
- d. Inspections, alterations or replacements required by insurance companies, municipal or governmental authorities.
- e. Replacement of major components which cannot be repaired due to age or unavailability of replacement parts.
- f. Replacement or servicing of equipment or components such as pneumatic piping, fuses, starters, circuit breakers, disconnect switches, electrical and control wiring, plumbing, non-moving parts such as pressure vessels, heat exchangers, tubes, panels, ductwork, structural supports, and decorative casings unless specifically included in this Agreement.
- g. In the event that repairs or replacements performed by Company are a recoverable cost or an allowable claim under any policy of insurance under which Customer is an insured party (primary, additional, or otherwise) or a loss payee, Customer agrees to present such claim to the insurer and to diligently pursue such claim, and Customer further agrees that Company shall be entitled to payment for such repairs or replacements to the extent Customer receives payment from the insurer. Upon request by Company, Customer shall assign its rights under and for such claim to Company.
- h. The work shall not include the detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment containing asbestos. Customer shall notify Company in writing if any hazardous materials, including without limitation, asbestos, are present at the jobsite. Customer shall take adequate precautions to protect Company, its employees, agents and subcontractors from such hazardous materials and will arrange for others to remove or encapsulate such hazardous materials if necessary for the performance of the work. Customer agrees to indemnify and save Company, its employees, agents and subcontractors harmless from and against any loss, injury (including death) or liability of any nature arising out of or resulting from exposure of any person or property to hazardous materials at the jobsite. If warned of danger and Cortez agrees to proceed taking precautions, customer shall not be liable.

INITIAL INSPECTION

During the first 45 days of this Agreement or upon seasonal start-up, if Company should find any equipment covered under this Agreement to be in need of repair and replacement, Company will inform the Customer in writing of the equipment condition and the proposed corrective action. When the Company so notifies the Customer, it is understood that Company will not be responsible for the present or future repair or replacement, or operability of the equipment, until such a time the equipment is restored to a condition acceptable to Company.



CUSTOMER RESPONSIBILITIES

In order to permit Company to properly perform the services included in this agreement, Customer agrees:

- a. To provide reasonable and timely access to all equipment covered in this Agreement.
- b. To allow Company to start and stop equipment, as necessary.
- c. Unless otherwise included in this Agreement, to provide water treatment, as appropriate, for the proper functioning of the equipment covered in this Agreement.
- d. To provide proper disposition of used oil and contaminated refrigerant in accordance with applicable laws and regulations.

Limitations OF LIABILITY

Company shall not be liable for personal injuries or property damage arising from causes beyond its reasonable control or without its fault or negligence. Nor shall Company be liable for any delay or default in performing hereunder if such delay or default is caused by any condition or circumstance beyond Company's reasonable control, such as, but not limited to, governmental restrictions, strikes or other labor troubles, acts of God, interruption or irregularities in electrical power or telephone services, embargoes, or unavailability of materials or parts.

In no event shall Company liability for direct or compensatory damages exceed the payments received by Company from Customer under this contract, nor shall Company be liable for any special, indirect, consequential or incidental damages of any nature. The foregoing limitations on damages shall apply under all theories of liability or causes of action, including but not limited to contract, warranty, tort (excluding obvious negligence) and strict liability and shall inure to the benefit of Company's suppliers and subcontractors.

WARRANTY

Company warrants that the work performed hereunder shall be done in a workmanlike manner and that all Company manufactured parts and components shall be free from defects in workmanship and materials. This warranty shall be effective for a period of ninety (90) days from the date the work is done or the part or component is installed or until the date on which this Agreement terminates, whichever first occurs. The Customer's remedy, should any breach of the warranty occur, shall be for the Company to reperform defective work or to repair or replace, at Company's option, any parts or components which are shown, to Company's satisfaction, to be defective, provided that Customer gives Company notice promptly upon discovery of the defect. This work shall be at Company's cost, with aforementioned limitations.

THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

TERMINATION

Company may terminate this Agreement upon written notice to Customer in the event that (1) any sums or monies due and payable under this Agreement are not paid when due; or (2) alterations, additions, or repairs are made to covered equipment by others. Either party may terminate this Agreement upon the anniversary date of this Agreement provided that written notice of such termination is received by the other party at least thirty (30) days prior to the anniversary date. Neither party shall be liable to the other party for any reason because of such termination at the anniversary date.

DISPUTES, CHOICE OF LAW AND COSTS

This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The site of the arbitration shall be Bradenton, Florida unless another site is mutually agreed between the parties. The parties agree that in any arbitration each shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure: provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due from Customer, or to enforce any rights or privileges hereunder, Customer shall, upon demand, reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's fees). Actions by Company to collect monies due us under this contract may be brought in any court of competent jurisdiction in lieu of arbitration.

All claims arising out of or relating to the performance or non-performance of this contract must be commenced within one (1) year from the date the claim arose. Failure of either party to comply with this limitation shall constitute a voluntary and knowing waiver of such claims.

ENTIRE AGREEMENT

When executed by the parties and approved by Company's authorized representative, this Agreement contains the entire agreement between the parties with respect to the services covered herein. No other representations, warranties, or statements (whether expressed in customer's purchase order or otherwise), shall be binding upon Company unless expressly agreed to in writing by Company's authorized representative.